UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

DOUGLAS BRAY, Individually and On Behalf of All Others Similarly Situated,

Plaintiff,

v.

ROCKET LAB USA, INC., PETER BECK, and ADAM SPICE,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR VIOLATIONS OF THE FEDERAL SECURITIES LAWS

DEMAND FOR JURY TRIAL

Plaintiff Douglas Bray ("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 Rocket Lab USA, Inc. ("Rocket Lab" 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 Rocket Lab ; and (c) review of other publicly available information concerning Rocket Lab .

NATURE OF THE ACTION AND OVERVIEW

1. This is a class action on behalf of persons and entities that purchased or otherwise acquired Rocket Lab securities between November 12, 2024 and February 25, 2025, inclusive (the "Class Period"). Plaintiff pursues claims against the Defendants under the Securities Exchange Act of 1934 (the "Exchange Act").

2. Rocket Lab is a space company which provides launch services, spacecraft design services, spacecraft components, spacecraft manufacturing and other spacecraft and on-orbit management solutions. In March 2021, the Company announced plans to develop a reusable-ready medium-capacity launch vehicle to increase the payload capacity of its space launch vehicle. The Company refers to this vehicle as the Neutron Launch Vehicle ("Neutron"). In early 2024, Rocket Lab announced it would conduct a test launch of Neutron in mid-2025, with three commercial launches in 2026 and five in 2027.

3. On February 25, 2025, at approximately 10 AM EST, Bleecker Street Research published a report alleging, among other things, that Rocket Lab "has materially misled investors about the likelihood that its Neutron rocket will launch in mid-2025." The report revealed that the Company's plans for three barge landing tests, which were originally scheduled to occur in a window between September 2024

and March 2025, had been pushed back to a window beginning in September 2025 and could occur as late as March 2026. The report further revealed significant delays in preparing the Company's launch pad, including a potable water problem not scheduled to be fixed until January 2026, which would delay launch further. The report also alleged that Company's only Neutron contract so far is with an "unreliable startup" named E-Space which is described as "risk item." The report further alleged this "contract is not a full-price deal, contrary to what Rocket Lab has said."

4. On this news, Rocket Lab's stock price fell $2.21, or 9.8%, to close at $20.28 per share on February 25, 2025, on unusually heavy trading volume.

5. Throughout the Class Period, Defendants made materially false and/or misleading statements, as well as failed to disclose material adverse facts about the Company's business, operations, and prospects. Specifically, Defendants failed to disclose to investors that: (1) the Company's plans for three barge landing tests were significantly delayed; (2) a critical potable water problem was not scheduled to be fixed until January 2026, which delayed preparation of the launch pad; (3) as a result of the foregoing, there was a substantial risk that Rocket Lab's Neutron rocket would not launch in mid-2025; (4) Neutron's only contract was made at a discount with an unreliable partner; and (5) 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.

6. 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

7. The claims asserted herein arise under Sections 10(b) and 20(a) of the Exchange Act (15 U.S.C. §§ 78j(b) and 78t(a)) and Rule 10b-5 promulgated thereunder by the SEC (17 C.F.R. § 240.10b-5).

8. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and Section 27 of the Exchange Act (15 U.S.C. § 78aa).

9. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b) and Section 27 of the Exchange Act (15 U.S.C. § 78aa(c)). Substantial acts in furtherance of the alleged fraud or the effects of the fraud have occurred in this Judicial District. Many of the acts charged herein, including the dissemination of materially false and/or misleading information, occurred in substantial part in this Judicial District. In addition, the Company's principal executive offices are in this District.

10. 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

11. Plaintiff Douglas Bray, as set forth in the accompanying certification, incorporated by reference herein, purchased Rocket Lab securities during the Class Period, and suffered damages as a result of the federal securities law violations and false and/or misleading statements and/or material omissions alleged herein.

12. Defendant Rocket Lab is incorporated under the laws of Delaware with its principal executive offices located in Long Beach, California. Rocket Lab's common stock trades on the NASDAQ exchange under the symbol "RKLB."

13. Defendant Peter Beck ("Beck") was the Company's Chief Executive Officer ("CEO") at all relevant times.

14. Defendant Adam Spice ("Spice") was the Company's Chief Financial Officer ("CFO") at all relevant times.

15. Defendants Beck and Spice (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.

SUBSTANTIVE ALLEGATIONS

Background

16. Rocket Lab is a space company which provides launch services, spacecraft design services, spacecraft components, spacecraft manufacturing and other spacecraft and on-orbit management solutions. In March 2021, the Company announced plans to develop a reusable-ready medium-capacity launch vehicle to increase the payload capacity of its space launch vehicle. The Company refers to this vehicle as the Neutron. In early 2024, Rocket Lab announced it would conduct a test launch of Neutron in mid-2025, with three commercial launches in 2026 and five in 2027.

Materially False and Misleading Statements Issued During the Class Period

17. The Class Period begins on November 12, 2024. On that day, the Company issued a press release announcing its financial results for the quarter ended September 30, 2024. The press release reported the Company's "***Significant achievements for the quarter***"[1] including ***"signing a launch service agreement for***

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

multiple launches on Neutron with a confidential commercial satellite constellation customer." The press release also stated there was **"*continued progress across Neutron and space systems."*** The press release concluded with the Company's finanical results. Specifically, the press release stated, in relevant part:

> Rocket Lab founder and CEO, Sir Peter Beck, said: "In the third quarter 2024 we once again executed against our end-to-end space strategy with successes and key achievements reached across small and medium launch, as well as space systems. Revenue grew 55% year-on-year to $105 million and we continue to see strong demand growth with our backlog at $1.05 billion. ***Significant achievements for the quarter included signing a launch service agreement for multiple launches on Neutron with a confidential commercial satellite constellation customer;*** successfully launching twelve Electron launches year-to-date, making 2024 a record year for launches with more still to come; signing $55 million in new Electron launches, further cementing Electron's position as a global launch leader; and being selected by NASA to complete a study contract for a proposal to retrieve samples from Mars and return them to Earth as part of a world-first mission. We expect to close out the year strongly with more Electron launches scheduled in November and December, alongside c***ontinued progress across Neutron and space systems***, that is behind our guidance for a record $125-$135 million revenue quarter in Q4."
>
> **Business Highlights for the Third Quarter 2024, plus updates since September 30, 2024.**
>
> * * *
>
> **Neutron:**
>
> • ***Signed a launch service agreement for multiple launches on Neutron with a confidential commercial satellite constellation operator that signifies the beginning of a productive collaboration that could see Neutron deploy the entire constellation.***
>
> • Announced a federal defense contract that supports Neutron and the development of its Archimedes engine with the U.S. Air Force's Research Laboratory.
>
> • Doubled engine testing cadence for Archimedes over the quarter at Rocket Lab's engine test site in Mississippi, alongside strong production execution at the Company's Engine Development Complex in California which included multiple engines manufactured, assembled, and shipped for engine testing.
>
> • ***Significant progress made across Neutron's structures and infrastructure, including the completion of construction on the rocket's Assembly, Integration, and Test (A.I.T.) facility in Virginia.***
>
> • Well-positioned to on-ramp to the U.S. Space Force's National Security Space Launch (NSSL) Lane 1 program, which began accepting

proposals in November 2024 to on-ramp new launch providers to an indefinite delivery indefinite quantity (IDIQ) contract valued at $5.6 billion over a five-year period.

* * *

	Three Months Ended September 30,	
	2024	2023
Revenues	$ 104,808	$ 67,661
Cost of revenues	76,812	52,694
Gross profit	27,996	14,967
Operating expenses:		
Research and development, net	47,723	26,626
Selling, general and administrative	32,172	27,200
Total operating expenses	79,895	53,826
Operating loss	(51,899)	(38,859)
Other income (expense):		
Interest expense, net	(454)	(1,413)
Loss on foreign exchange	(490)	(120)
Other income, net	1,848	1,176
Total other income (expense), net	904	(357)
Loss before income taxes	(50,995)	(39,216)
Provision for income taxes	(944)	(1,352)
Net loss	$ (51,939)	$ (40,568)
Net loss per share attributable to Rocket Lab USA, Inc.:		
Basic and diluted	$ (0.10)	$ (0.08)
Weighted-average common shares outstanding:		
Basic and diluted	497,701,715	484,034,071

18. On November 12, 2024, the Company submitted its quarterly report for the period ended September 30, 2024 on a Form 10-Q filed with the SEC, affirming the previously reported financial results. The quarterly report purported to discuss the Company's recent developments concerning the Neutron, as well as the Company's Launch Vehicle Build-Rate, Launch Cadence, and the effect of the foregoing on the Company's revenue. Specifically, the quarterly report stated, in relevant part:

Recent Developments

Neutron Update

We have made significant progress across Neutron's structures and infrastructure, including the completion of construction on the rocket's Assembly, Integration, and Test (A.I.T.) facility in Virginia. ***We have doubled engine testing cadence for Archimedes over the quarter at Rocket Lab's engine test site in Mississippi, alongside strong production execution*** at our Engine Development Complex in California which included multiple engines manufactured, assembled, and shipped for engine testing. ***We signed a launch service agreement for two dedicated Neutron launches with a confidential commercial satellite constellation customer.***

Key Metrics and Select Financial Data

> We monitor the following key financial and operational metrics that assist us in evaluating our business, measuring our performance, identifying trends and making strategic decisions.
>
> ***Launch Vehicle Build-Rate and Launch Cadence***
>
> We built approximately eight launch vehicles 2021, approximately 12 launch vehicles in 2022 and approximately 11 launch vehicles in 2023. We built approximately 10 launch vehicles through the nine months ended September 30, 2024. We launched six vehicles in 2021, nine vehicles in 2022 and ten vehicles in 2023. We have launched 11 vehicles through the nine months ended September 30, 2024 and launched 12 vehicles through November 12, 2024. Growth rates between launches and total launch service revenue are not perfectly correlated because our total revenue is affected by other variables, such as the revenue per launch, which can vary considerably based on factors such as unique orbit and insertion requirements, payload handling needs, launch location, time sensitivity of mission completion and other factors. ***We believe that the growth in our build rate and launch rate is a positive indicator of our ability to scale our launch operations.***
>
> **Revenue Growth**
>
> ***Three Months Ended September 30, 2024 and 2023***
>
> We generated $104.8 million and $67.7 million in revenue for the three months ended September 30, 2024 and 2023, respectively, representing a year-on-year increase in revenue of approximately 55%. This year-on-year increase primarily resulted from space systems revenue growth of $37.5 million, offset by a decrease in launch revenue of $0.4 million due to a lower revenue per launch.

19. On the same date, the Company hosted an earnings call in connection with the Company's third quarter 2024 finanical results. During the earnings call, Defendant Spice reiterated the expectation of a mid-2025 launch date, stating in relevant part:

> [W]e do expect to pick up in cash consumption in the next few quarters, owing to an increased ***expected increase in Neutron spending ahead of our mid-2025 launch*** and lumpiness in large space systems milestone payment collections.

20. The above statements identified in ¶¶ 17-19 were materially false and/or misleading, and failed to disclose material adverse facts about the Company's business, operations, and prospects. Specifically, Defendants failed to disclose to investors that: (1) the Company's plans for three barge landing tests were significantly delayed; (2) a critical potable water problem was not scheduled to be fixed until

January 2026, which delayed preparation of the launch pad; (3) as a result of the foregoing, there was a substantial risk that Rocket Lab's Neutron rocket would not launch in mid-2025; (4) Neutron's only contract was made at a discount with an unreliable partner; and (5) 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.

Disclosures at the End of the Class Period

21. On February 25, 2025, at approximately 10 AM EST, Bleecker Street Research published a report entitled "Rocket Lab (RKLB): We Think It's Gonna Be a Long, Long Time" (the "Report"). The Report alleged, among other things, that Rocket Lab "has materially misled investors about the likelihood that its Neutron rocket will launch in mid-2025." Specifically, the Report stated the following, in relevant part:

Rocket Lab (RKLB): We Think It's Gonna Be a Long, Long Time

* * *

Key Points:

Rocket Lab (RKLB) is a rocket development and space systems company that has seen shares rise 485% over the last year to a $11.2 billion valuation, propelled by investor and analyst excitement over the upcoming launch of Neutron, a medium-lift rocket that RKLB hopes will compete with SpaceX's Falcon 9.

We believe that RKLB has materially misled investors about the likelihood that its Neutron rocket will launch in mid-2025, a timeline the company has repeatedly claimed in media interviews and on earnings calls. In fact, rocket experts we spoke to put the timeline of a rocket launch from mid-2026 to mid-2027, a one to two year delay.

Many aspects of RKLB's Neutron program remain far behind where they need to be: from engine development, to engine and structure production, to launch pad construction, to rocket transport to the launch site, per documents we reviewed and 23 interviews with industry experts, including former Rocket Lab engineers and executives.

22. The Report revealed that the Company's plans for three barge landing tests, which were originally scheduled to occur in a window between September 2024 and March 2025, had been pushed back to a window beginning in September 2025,

and could occur as late as March 2026. Specifically, the Report stated the following, in relevant part:

Rocket Transportation Delays Put a Launch in 2026 at Best

* * *

Initially, Rocket Lab and NASA staff had settled on a direct beach landing of a barge from Baltimore. The sand dunes on the barrier would have to be flattened with earth movers, and a temporary platform erected to carry the massive rocket stages from the barge into the facility by mobile cranes. This plan had been formalized as a temporary solution in late 2023, and NASA applied for a permit from the Virginia Marine Resource Commission (VMRC) in July 2024. The permit application indicated that the three landings needed for an initial launch would occur between 1 September 2024 and 14 March 2025:

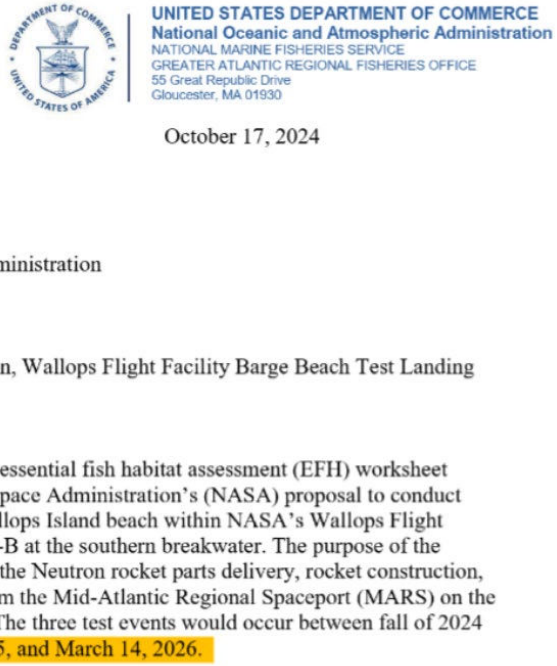
Part 1 - General Information: Question 4. Detailed Description of the Project:

This project is on the Wallops Island Flight Facility (Appendix B - Graphic 1-1 and 1-2). This JPA is requesting authorization for three (3) barge landing test events onto Wallops Island beach within an area NASA has proposed for these tests south of the Launch Pad O-B at the southern breakwater within the potential barge landing location (Appendix B - Graphic 1-6). The project would temporarily impact the beach area. The barge landing would occur within this location area which allows for minor adjustments in the actual landing location if in-water obstructions are identified. These three test events would occur between September 1, 2024, and March 14, 2025.

* * *

NASA and Rocket Lab initially viewed a beach landing as the sole path for rocket delivery, since other infrastructure like a new bridge would require 1-2 years of additional analysis under the National Environmental Policy construction could even begin.

However, timelines only deteriorated from there. Whereas in July, a September 2024 - March 2025 window was proposed, by October 2024, these plans had changed. An October 15 document submission to NOAA for compliance with Essential Fish Habitat (EFH) assessments showed that Rocket Lab and NASA had opened a new window for landings, now moved back an entire year and starting in September 2025:



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
GREATER ATLANTIC REGIONAL FISHERIES OFFICE
55 Great Republic Drive
Gloucester, MA 01930

October 17, 2024

Lori Levine
WFF Natural Resources Manager
U.S. National Aeronautics and Space Administration
Wallops Flight Facility
Wallops Island, VA 23337

RE: Essential Fish Habitat Consultation, Wallops Flight Facility Barge Beach Test Landing

Dear Ms. Levine:

We have reviewed the October 15, 2024, essential fish habitat assessment (EFH) worksheet submitted for National Aeronautics and Space Administration's (NASA) proposal to conduct three barge landing test events on the Wallops Island beach within NASA's Wallops Flight Facility (WFF)south of the Launch Pad 0-B at the southern breakwater. The purpose of the project is to perform test events to assess the Neutron rocket parts delivery, rocket construction, and to prepare for the rocket launches from the Mid-Atlantic Regional Spaceport (MARS) on the eastern coast of Virginia from the WFF. The three test events would occur between fall of 2024 and March 14, 2025 or September 1, 2025, and March 14, 2026.

23. The Report further revealed significant delays in preparing the Company's launch pad, including a potable water problem not scheduled to be fixed until January 2026 which would delay launch further as potable water is required for launch. Specifically, the Report stated the following, in relevant part:

> **Wallops Launch Pad Is Behind Schedule, Alternate Transportation Options Won't Help Delay**
>
> While Rocket Lab shows pictures of development on the Wallops launch pad, experts told us the pad looked many months away from being complete. We found local filings corroborate this, and also imply Neutron can't launch before 2026.
>
> *"The last picture [of Wallops] I saw, I'd be surprised if they were going to be done by the end of year and have everything good to go from a regulatory perspective… there was a lot more dirt to be dug and structures to be installed."*
>
> –Former Rocket Lab Executive,
>
> January 2025 The space and rocket infrastructure at Wallops, officially named the Mid Atlantic Regional Spaceport (MARS), is supported by NASA, but the funding and contract management runs through the State of Virginia-managed Virginia Spaceport Authority. This unique

arrangement forces all work at the facility to be managed in compliance with Virginia State appropriation and funding law.

In particular, construction at the launch pad can be tracked via Virginia's Procurement system (https://eva.virginia.gov/). We have been following progress at MARS for hints about where Rocket Lab stands on this front, and our research shows that numerous projects required for Rocket Lab to begin Neutron operations are well behind schedule. In fact, the entire island has a potable water problem that won't get fixed until early 2026. Potable water is a requirement for launch.

Recent inspections of the Wallops utility water system in connection with a bridge widening project show a "catastrophic deterioration" of the water supply. This problem will not be fixed until January 2, 2026:

> The specific purpose of the project is to allow NASA, its tenants, and customers to continue transporting personnel, mission hardware, and equipment via roadway and bridge to Wallops Island once the existing Causeway Bridge is decommissioned at the end of its service life, as well as to replace several utility lines providing electric, water, and sewer services to Wallops Island that are currently attached to the existing Causeway Bridge. The utilities need to be replaced and relocated to continue uninterrupted service to Wallops Island. Additionally, recent inspections of the water utility infrastructure showed catastrophic deterioration of the potable water supply to Wallops Island, which require imminent attention. If the existing utilities are not replaced, Wallops Island would not receive potable water due to the deterioration of the utility lines. This would pose a major safety concern as potable water is used not only for drinking but also for building fire suppression systems and heat and acoustic vibration deluge during rocket launches.
>
> **19.0 BRIDGE CONSTRUCTION AND UTILITY RELOCATION SCHEDULE**
>
> Bridge construction will take place from February 12th, 2025, to August 11th, 2027.
>
> Roadway construction will take place from January 25th, 2025, to December 7th, 2027.
>
> Utility relocations will take place from September 3rd, 2025, to January 2nd, 2026.
>
> Fender/dolphin systems will be installed from July 1st, 2027, to August 13th, 2027.
>
> Oyster relocation will take place in March 2024.
>
> Existing bridge demolition will take place from December 29th, 2027, to August 30th, 2028.

One NASA range engineer currently stationed at Kennedy Space Center told us that the availability of water was mission critical for deluge suppression systems and that its availability would dictate not only launches, but forms a prerequisite for construction of the final portion of the Neutron pad itself.

"Having all of the piping, emergency infrastructure to support some catastrophic event, all of the software demonstrated and proven, is all another piece. Getting a picture of a pad and a stand? Great. But there is a lot behind that that is less interesting from a picture perspective, but is very important, and that all takes time… And if one thing is off, you have to take multiple steps backward and prove that everything you just changed still works the way that you did when you tested and qualified it weeks or months prior."

–Aerospace Executive

We confirmed that the critical issues in the potable water system were well known prior to Rocket Lab's November earnings call. Certified plans for the reconstruction of potable water lines were dated the first

week of November 2024. As with the rocket transportation setbacks, Rocket Lab did not address any of these issues to investors, instead remarking airily that on the regulatory front, "there's nothing that's kind of out of bed at the moment."

24. The Report also alleged that Company's only Neutron contract so far is with an "unreliable startup" named E-Space which is described as "risk item." The Report further alleged this "contract is not a full-price deal, contrary to what Rocket Lab has said." Specifically, the Report stated the following, in relevant part:

> **Rocket Lab Appears to Have Misled About Neutron Launch Contract Pricing; We Believe its Unnamed Customer is E-Space, A Startup with Questionable Ability to Pay For and Deliver a Constellation to the Pad**
>
> * * *
>
> We believe that Rocket Lab's first and so far only Neutron contract is not a full-price deal, contrary to what Rocket Lab's has said, and the unnamed customer is an unreliable startup named E-Space. In November 2024, Rocket Lab announced it had signed a two-launch contract with a "confidential commercial satellite constellation operator" slated for mid-2026. On the Q3 2024 earnings call that month, Peter Beck insisted that the contract was "in line" with standard Neutron pricing of $50-$55 million:
>
> **Analyst:** *"And then you stated that the ASPs, you're going to be pretty firm on pricing. Is that the $50 million to $55 million that you initially talked about, and that's sort of where things have settled maybe for these 2 dedicated missions?*
>
> **Peter Beck:** *"Yes. I mean the launch pricing, as we pointed out, is -- that was a really important thing for us. And I think as I've said, I made -- well, I kind of had to, but with Electron, it took us years to flush out bad contracts with respect to ASP. So no,* ***this contract is in line with our previously discussed ASP for Neutron****."*
>
> However, it is unheard of for a launch vehicle with no reliability track record to charge full-freight pricing, so this statement appears to be a lie or at best, a misdirection. Industry experts, including former Rocket Lab employees, were skeptical of the value of the contract and the wording used to describe it, and they suspected that Rocket Lab was discounting the contract significantly:
>
> *"It would be pretty typical to be flying the first few flights at a discount, because as a customer you're taking so much risk on something that hasn't been proven yet... If you're a commercial customer and you're spending $40 or $50 million, you're going to go with the most reliable vehicle unless you were offered a significant discount."*
>
> –Former Senior RKLB Engineer

In fact, significantly discounted contract pricing may reflect Rocket Lab's acknowledgement that Neutron performance will fall short of its advertised 13,000 kg payload capacity:

"[If] you're not sure if you can hit the full performance that you're out there talking about publicly, and you have this vehicle where you're going to do a first test flight… you can't exactly go out and sign a contract where you're signing up to that full performance… ***They're not coming out and saying 'hey, this customer paid standard pricing', they're saying it's 'in line', because lesser performance is going to be indicative of a lesser price tag, and so I think where that type of diction comes from.****"*

"If it were me writing this contract… I would basically say if we're at this performance level, it's going to be X dollars, if we can hit higher than that, it's going to be this [higher] amount of dollars, and if we can hit what we're saying publicly, the 13,000 kg [of payload to LEO], if we can hit that performance curve, in this case I would assume they would try to push the standard pricing. ***All the payment terms would be baselined at the very lowest level that was discussed and can be signed up to, and that's going to be the one that's planned for****."*

–Former RKLB Executive

The background of the mystery customer lines up with someone willing to accept a deeply discounted flight on a rocket with no track record. We believe it is a startup called E-Space, run by entrepreneur Greg Wyler, who has a colorful and promotional history. We arrive at that conclusion in the following way: last November, Electron launched a satellite, Protosat-1, for a confidential customer. E-Space, for its part, had received clearance to send a payload to New Zealand in September (permit 2425-0903). September is just after RKLB's confidential customer would have signed the launch contract, which carried a tight two-month turnaround from agreement to launch. As a final clue, Protosat-1 was registered under the flag of Rwanda, to which E-Space and Wyler have business ties.

A person we spoke to with knowledge of the industry agreed with our assessment:

"Rocket Lab has come out and said it's a secretive first customer, which boils the population down to a handful in the space industry, because if people are going to launch their constellation, they want to be public about it because they're raising more money. So there's no point being secretive. Now you're down to AST [Spacemobile], Apple, and Greg Wyler, basically. But Pete [Beck] actually came out and said that Neutron could potentially launch the entire constellation, whereas Apple's already signed up with other launch providers, so that kind of discounts them if we're to take Pete at his word."

We believe E-Space is a lot more bluff than substance when it comes to actually getting things done. Wyler is a serial entrepreneur who founded the constellation OneWeb but left in 2017, before it had launched a single satellite; OneWeb went bankrupt in 2020. There is an odd information vacuum surrounding E-Space: there isn't even a coherent description of

their service on their website, which is laden with buzzwords. Where Wyler *has* made public pronouncements about E-Space, they have tended to be extreme, claiming that E-Space would put 100,000 or 327,000 satellites in orbit, making them by far the largest constellation in the world. Several senior executives and a board member have all churned out of the young company, for Wyler:

"The other angle [to view E-Space from] is that Greg has gone from ship to ship basically trying to extract as much personal value as he can, and as soon as he does that he's on to his next venture. This is kind of just the next one, where he's very secretive, so he has people guessing, he's trying to raise money, he's trying to be in more unique places where investments in space aren't as fruitful, like Africa, and trying to extract as much value [as he can]. And meanwhile he'll just do the same thing and move on again. On a personal level, I wish him success, but I can also understand the school of thought of him just coming in, burning the ships, taking as much loot as he can, and moving on to the next venture before people realize what happened."

–Person with knowledge of the industry

We asked the same person, *"Is Greg Wyler money-good for the Neutron launches?"*

Person with knowledge of the industry: *"I consider that a risk item, quite frankly, because I don't know who's backing him, I don't know how much they're backing him for… he's going to need hundreds of millions of dollars to get things even initially off the ground. The other risk item is schedule… like, who's building these satellites? He's got this one pathfinder [satellite] up there… I don't think he has the operational size to do a number of these. How is this all going to work out? From the perspective of him getting close to that [Rocket Lab] launch date and going 'Well, we're quite frankly just not ready' and having that [first commercial launch of Neutron] push out, I think that is also a factor there… I've got to wonder where Greg is going to get all his funds from… It's not a great first [Neutron][customer, and that's because Pete [Beck]… thinks he can hold on price, and people are kind of sitting there and going, 'This is a new launch vehicle, it's fraught with risk. I'm not paying standard price.'"*

A senior aerospace executive agreed that the company is a poor get for Rocket Lab:

"They [E-Space] haven't even made it past [Series A] and it's been four years… They're probably not going to build a multi-100 satellite constellation with that size and that funding raised. I don't see much progress to say that's a real customer today. Rocket Lab need to show a more real customer than that."

To the extent Neutron's sole existing launch customer can't pay or walks away from the launch, that will further hurt cash flow in an already cash-constrained business. For all the foregoing reasons, It appears that Rocket Lab's cash flow needs are going to be extreme as a result of delays and profitability challenges with Neutron.

25. On this news, Rocket Lab's stock price fell $2.21, or 9.8%, to close at $20.28 per share on February 25, 2025, on unusually heavy trading volume.

CLASS ACTION ALLEGATIONS

26. 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 Rocket Lab securities between November 12, 2024 and February 25, 2025, inclusive, and who were damaged thereby (the "Class"). 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.

27. The members of the Class are so numerous that joinder of all members is impracticable. Throughout the Class Period, Rocket Lab's shares actively traded on the NASDAQ. 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. Millions of Rocket Lab shares were traded publicly during the Class Period on the NASDAQ. Record owners and other members of the Class may be identified from records maintained by Rocket Lab 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.

28. 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.

29. 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.

30. 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 Rocket Lab ; and

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

31. 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.

UNDISCLOSED ADVERSE FACTS

32. The market for Rocket Lab's securities was open, well-developed and efficient at all relevant times. As a result of these materially false and/or misleading statements, and/or failures to disclose, Rocket Lab's securities traded at artificially inflated prices during the Class Period. Plaintiff and other members of the Class purchased or otherwise acquired Rocket Lab's securities relying upon the integrity of the market price of the Company's securities and market information relating to Rocket Lab, and have been damaged thereby.

33. During the Class Period, Defendants materially misled the investing public, thereby inflating the price of Rocket Lab's securities, by publicly issuing false and/or misleading statements and/or omitting to disclose material facts necessary to make Defendants' statements, as set forth herein, not false and/or misleading. The

statements and omissions were materially false and/or misleading because they failed to disclose material adverse information and/or misrepresented the truth about Rocket Lab's business, operations, and prospects as alleged herein.

34. At all relevant times, the material misrepresentations and omissions particularized in this Complaint directly or proximately caused or were a substantial contributing cause of the damages sustained by Plaintiff and other members of the Class. As described herein, during the Class Period, Defendants made or caused to be made a series of materially false and/or misleading statements about Rocket Lab's financial well-being and prospects. These material misstatements and/or omissions had the cause and effect of creating in the market an unrealistically positive assessment of the Company and its financial well-being and prospects, thus causing the Company's securities to be overvalued and artificially inflated at all relevant times. Defendants' materially false and/or misleading statements during the Class Period resulted in Plaintiff and other members of the Class purchasing the Company's securities at artificially inflated prices, thus causing the damages complained of herein when the truth was revealed.

LOSS CAUSATION

35. Defendants' wrongful conduct, as alleged herein, directly and proximately caused the economic loss suffered by Plaintiff and the Class.

36. During the Class Period, Plaintiff and the Class purchased Rocket Lab's securities at artificially inflated prices and were damaged thereby. The price of the Company's securities significantly declined when the misrepresentations made to the market, and/or the information alleged herein to have been concealed from the market, and/or the effects thereof, were revealed, causing investors' losses.

SCIENTER ALLEGATIONS

37. As alleged herein, Defendants acted with scienter since Defendants knew that the public documents and statements issued or disseminated in the name of the Company were materially false and/or misleading; knew that such statements or

documents would be issued or disseminated to the investing public; and knowingly and substantially participated or acquiesced in the issuance or dissemination of such statements or documents as primary violations of the federal securities laws. As set forth elsewhere herein in detail, the Individual Defendants, by virtue of their receipt of information reflecting the true facts regarding Rocket Lab, their control over, and/or receipt and/or modification of Rocket Lab's allegedly materially misleading misstatements and/or their associations with the Company which made them privy to confidential proprietary information concerning Rocket Lab, participated in the fraudulent scheme alleged herein.

APPLICABILITY OF PRESUMPTION OF RELIANCE (FRAUD-ON-THE-MARKET DOCTRINE)

38. The market for Rocket Lab's securities was open, well-developed and efficient at all relevant times. As a result of the materially false and/or misleading statements and/or failures to disclose, Rocket Lab's securities traded at artificially inflated prices during the Class Period. On January 23, 2025, the Company's share price closed at a Class Period high of $31.57 per share. Plaintiff and other members of the Class purchased or otherwise acquired the Company's securities relying upon the integrity of the market price of Rocket Lab's securities and market information relating to Rocket Lab, and have been damaged thereby.

39. During the Class Period, the artificial inflation of Rocket Lab's shares was caused by the material misrepresentations and/or omissions particularized in this Complaint causing the damages sustained by Plaintiff and other members of the Class. As described herein, during the Class Period, Defendants made or caused to be made a series of materially false and/or misleading statements about Rocket Lab's business, prospects, and operations. These material misstatements and/or omissions created an unrealistically positive assessment of Rocket Lab and its business, operations, and prospects, thus causing the price of the Company's securities to be artificially inflated at all relevant times, and when disclosed, negatively affected the value of the

Company shares. Defendants' materially false and/or misleading statements during the Class Period resulted in Plaintiff and other members of the Class purchasing the Company's securities at such artificially inflated prices, and each of them has been damaged as a result.

40. At all relevant times, the market for Rocket Lab's securities was an efficient market for the following reasons, among others:

(a) Rocket Lab shares met the requirements for listing, and was listed and actively traded on the NASDAQ, a highly efficient and automated market;

(b) As a regulated issuer, Rocket Lab filed periodic public reports with the SEC and/or the NASDAQ;

(c) Rocket Lab regularly communicated with public investors via established market communication mechanisms, including through regular dissemination of press releases on the national circuits of major newswire services and through other wide-ranging public disclosures, such as communications with the financial press and other similar reporting services; and/or

(d) Rocket Lab was followed by securities analysts employed by brokerage firms who wrote reports about the Company, and these reports were distributed to the sales force and certain customers of their respective brokerage firms. Each of these reports was publicly available and entered the public marketplace.

41. As a result of the foregoing, the market for Rocket Lab's securities promptly digested current information regarding Rocket Lab from all publicly available sources and reflected such information in Rocket Lab's share price. Under these circumstances, all purchasers of Rocket Lab's securities during the Class Period suffered similar injury through their purchase of Rocket Lab's securities at artificially inflated prices and a presumption of reliance applies.

42. A Class-wide presumption of reliance is also appropriate in this action under the Supreme Court's holding in *Affiliated Ute Citizens of Utah v. United States*, 406 U.S. 128 (1972), because the Class's claims are, in large part, grounded on

Defendants' material misstatements and/or omissions. Because this action involves Defendants' failure to disclose material adverse information regarding the Company's business operations and financial prospects—information that Defendants were obligated to disclose—positive proof of reliance is not a prerequisite to recovery. All that is necessary is that the facts withheld be material in the sense that a reasonable investor might have considered them important in making investment decisions. Given the importance of the Class Period material misstatements and omissions set forth above, that requirement is satisfied here.

NO SAFE HARBOR

43. The statutory safe harbor provided for forward-looking statements under certain circumstances does not apply to any of the allegedly false statements pleaded in this Complaint. The statements alleged to be false and misleading herein all relate to then-existing facts and conditions. In addition, to the extent certain of the statements alleged to be false may be characterized as forward looking, they were not identified as "forward-looking statements" when made and there were no meaningful cautionary statements identifying important factors that could cause actual results to differ materially from those in the purportedly forward-looking statements. In the alternative, to the extent that the statutory safe harbor is determined to apply to any forward-looking statements pleaded herein, Defendants are liable for those false forward-looking statements because at the time each of those forward-looking statements was made, the speaker had actual knowledge that the forward-looking statement was materially false or misleading, and/or the forward-looking statement was authorized or approved by an executive officer of Rocket Lab who knew that the statement was false when made.

FIRST CLAIM

Violation of Section 10(b) of The Exchange Act and

Rule 10b-5 Promulgated Thereunder

Against All Defendants

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

45. During the Class Period, Defendants carried out a plan, scheme and course of conduct which was intended to and, throughout the Class Period, did: (i) deceive the investing public, including Plaintiff and other Class members, as alleged herein; and (ii) cause Plaintiff and other members of the Class to purchase Rocket Lab's securities at artificially inflated prices. In furtherance of this unlawful scheme, plan and course of conduct, Defendants, and each defendant, took the actions set forth herein.

46. Defendants (i) employed devices, schemes, and artifices to defraud; (ii) made untrue statements of material fact and/or omitted to state material facts necessary to make the statements not misleading; and (iii) engaged in acts, practices, and a course of business which operated as a fraud and deceit upon the purchasers of the Company's securities in an effort to maintain artificially high market prices for Rocket Lab's securities in violation of Section 10(b) of the Exchange Act and Rule 10b-5. All Defendants are sued either as primary participants in the wrongful and illegal conduct charged herein or as controlling persons as alleged below.

47. Defendants, individually and in concert, directly and indirectly, by the use, means or instrumentalities of interstate commerce and/or of the mails, engaged and participated in a continuous course of conduct to conceal adverse material information about Rocket Lab's financial well-being and prospects, as specified herein.

48. Defendants employed devices, schemes and artifices to defraud, while in possession of material adverse non-public information and engaged in acts, practices,

and a course of conduct as alleged herein in an effort to assure investors of Rocket Lab's value and performance and continued substantial growth, which included the making of, or the participation in the making of, untrue statements of material facts and/or omitting to state material facts necessary in order to make the statements made about Rocket Lab and its business operations and future prospects in light of the circumstances under which they were made, not misleading, as set forth more particularly herein, and engaged in transactions, practices and a course of business which operated as a fraud and deceit upon the purchasers of the Company's securities during the Class Period.

49. Each of the Individual Defendants' primary liability and controlling person liability arises from the following facts: (i) the Individual Defendants were high-level executives and/or directors at the Company during the Class Period and members of the Company's management team or had control thereof; (ii) each of these defendants, by virtue of their responsibilities and activities as a senior officer and/or director of the Company, was privy to and participated in the creation, development and reporting of the Company's internal budgets, plans, projections and/or reports; (iii) each of these defendants enjoyed significant personal contact and familiarity with the other defendants and was advised of, and had access to, other members of the Company's management team, internal reports and other data and information about the Company's finances, operations, and sales at all relevant times; and (iv) each of these defendants was aware of the Company's dissemination of information to the investing public which they knew and/or recklessly disregarded was materially false and misleading.

50. Defendants had actual knowledge of the misrepresentations and/or omissions of material facts set forth herein, or acted with reckless disregard for the truth in that they failed to ascertain and to disclose such facts, even though such facts were available to them. Such defendants' material misrepresentations and/or omissions were done knowingly or recklessly and for the purpose and effect of

concealing Rocket Lab's financial well-being and prospects from the investing public and supporting the artificially inflated price of its securities. As demonstrated by Defendants' overstatements and/or misstatements of the Company's business, operations, financial well-being, and prospects throughout the Class Period, Defendants, if they did not have actual knowledge of the misrepresentations and/or omissions alleged, were reckless in failing to obtain such knowledge by deliberately refraining from taking those steps necessary to discover whether those statements were false or misleading.

51. As a result of the dissemination of the materially false and/or misleading information and/or failure to disclose material facts, as set forth above, the market price of Rocket Lab's securities was artificially inflated during the Class Period. In ignorance of the fact that market prices of the Company's securities were artificially inflated, and relying directly or indirectly on the false and misleading statements made by Defendants, or upon the integrity of the market in which the securities trades, and/or in the absence of material adverse information that was known to or recklessly disregarded by Defendants, but not disclosed in public statements by Defendants during the Class Period, Plaintiff and the other members of the Class acquired Rocket Lab's securities during the Class Period at artificially high prices and were damaged thereby.

52. At the time of said misrepresentations and/or omissions, Plaintiff and other members of the Class were ignorant of their falsity, and believed them to be true. Had Plaintiff and the other members of the Class and the marketplace known the truth regarding the problems that Rocket Lab was experiencing, which were not disclosed by Defendants, Plaintiff and other members of the Class would not have purchased or otherwise acquired their Rocket Lab securities, or, if they had acquired such securities during the Class Period, they would not have done so at the artificially inflated prices which they paid.

53. By virtue of the foregoing, Defendants violated Section 10(b) of the Exchange Act and Rule 10b-5 promulgated thereunder.

54. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and the other members of the Class suffered damages in connection with their respective purchases and sales of the Company's securities during the Class Period.

SECOND CLAIM

Violation of Section 20(a) of The Exchange Act

Against the Individual Defendants

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

56. Individual Defendants acted as controlling persons of Rocket Lab within the meaning of Section 20(a) of the Exchange Act as alleged herein. By virtue of their high-level positions and their ownership and contractual rights, participation in, and/or awareness of the Company's operations and intimate knowledge of the false financial statements filed by the Company with the SEC and disseminated to the investing public, Individual Defendants had the power to influence and control and did influence and control, directly or indirectly, the decision-making of the Company, including the content and dissemination of the various statements which Plaintiff contends are false and misleading. Individual Defendants were provided with or had unlimited access to copies of the Company's reports, press releases, public filings, and other statements alleged by Plaintiff to be misleading prior to and/or shortly after these statements were issued and had the ability to prevent the issuance of the statements or cause the statements to be corrected.

57. In particular, Individual Defendants had direct and supervisory involvement in the day-to-day operations of the Company and, therefore, had the power to control or influence the particular transactions giving rise to the securities violations as alleged herein, and exercised the same.

58. As set forth above, Rocket Lab and Individual Defendants each violated Section 10(b) and Rule 10b-5 by their acts and omissions as alleged in this Complaint. By virtue of their position as controlling persons, Individual Defendants are liable pursuant to Section 20(a) of the Exchange Act. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff and other members of the Class suffered damages in connection with their purchases of the Company's securities during the Class Period.

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.