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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SECURITIES AND EXCHANGE COMMISSION,

 Plaintiff,

 vs.

 TIMOTHY E. ALATORRE, RHONDA D.
 STEVENSON, and ABOVE: SPACE
 DEVELOPMENT CORPORATION F/K/A ORBITAL
 ASSEMBLY CORPORATION,

 Defendants.

Case No.

COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiff Securities and Exchange Commission (the “SEC”) alleges:

SUMMARY OF THE ACTION

1. This case concerns five securities offerings, conducted pursuant to Regulation Crowdfunding between January 2021 and March 2024 (the “Relevant Period”), that raised approximately \$2.9 million from over 1,400 retail investors, a number of whom are located in the Northern District of California, who put their money into the private Alabama-based start-up Above: Space Development Corporation (“Orbital”).

2. In its offering materials, Orbital claimed to be designing and constructing large-scale, commercial space stations that would be launched within four to six years, even though the company lacked the staffing, technical capabilities, and funding, among other resources, to

1 realistically achieve its stated timelines.

2 3. During its offerings, Orbital at least negligently made and disseminated material
3 misrepresentations and misleading information to investors about the status or expected timelines
4 of its projects, about its purported intellectual property, and/or about the nature of its relationship
5 with two well-known aerospace launch service companies. Orbital knew or should have known
6 that the representations and information were misleading, untrue, and/or did not fairly align with
7 information, including internal financial records and communications, that it had at the time it
8 made and disseminated the misrepresentations and information to investors. Orbital obtained
9 investor proceeds during each of its five offerings by means of material misrepresentations and
10 misleading information.

11 4. Orbital's Chief Operating Officer, Timothy E. Alatorre, and its Chief Executive
12 Officer, Rhonda D. Stevenson (collectively with Orbital and Alatorre, "Defendants"), at least
13 negligently helped create, draft, and arrange for the dissemination of Orbital's misleading offering
14 materials. They also at least negligently approved those offering materials before they were posted
15 online and disseminated to investors. By virtue of their roles and involvement at Orbital, Alatorre
16 and Stevenson each knew or should have known that Orbital's representations about its projects,
17 purported intellectual property, and industry relationships were false or misleading and did not
18 fairly align with the information known to each of them.

19 5. Although Orbital still exists, it currently has no products or revenues, and its
20 financial liabilities far exceed its assets.

21 6. As a result of the conduct alleged in this Complaint, Orbital violated Sections
22 17(a)(2) and (a)(3) of the Securities Act of 1933 ("Securities Act") [15 U.S.C. §§ 77q(a)(2) and
23 77q(a)(3)], and Alatorre and Stevenson each violated Section 17(a)(3) of the Securities Act [15
24 U.S.C. § 77q(a)(3)].

25 7. In this action, the SEC seeks permanent injunctions against Defendants. The SEC
26 also seeks civil penalties against Alatorre and Stevenson, as well as an order prohibiting Alatorre
27 and Stevenson from participating in the issuance, purchase, offer, or sale of any security.
28

JURISDICTION AND VENUE

8. The SEC brings this action pursuant to Sections 20(b), 20(d), and 22(a) of the Securities Act [15 U.S.C. §§ 77t(b), 77t(d), and 77v(a)].

9. This Court has jurisdiction over this action pursuant to Sections 20(b), 20(d)(1), and 22(a) of the Securities Act [15 U.S.C. §§ 77t(b), 77t(d)(1), and 77v(a)].

10. Defendants, directly or indirectly, made use of the means and instrumentalities of interstate commerce or of the mails in connection with the acts, transactions, practices, and courses of business alleged in this Complaint.

11. Venue is proper in this District pursuant to Section 22(a) of the Securities Act [15 U.S.C. § 77v(a)], because acts, transactions, practices, and courses of business that form the basis for the violations alleged in this Complaint occurred in this District. During the Relevant Period, Defendants offered and sold securities to at least 60 investors based in this District, including some who resided in the City and County of San Francisco.

INTRADISTRICT ASSIGNMENT

12. Under Civil Local Rule 3-2(d), this civil action should be assigned to the San Francisco Division or the Oakland Division because Defendants offered and sold securities to certain investors who resided in the County of San Francisco.

DEFENDANTS

13. **Timothy E. Alatorre**, age 46, is currently a resident of Huntsville, Alabama. Alatorre was Orbital's Chief Operating Officer from 2019 until he stopped performing work for the company in March 2026, during which time he also acted as the company's Chief Financial Officer. In addition, he served as Orbital's Chairman of the Board of Directors from at least June 2021 until March 2026.

14. **Rhonda D. Stevenson**, age 56, is a resident of Broomfield, Colorado. Stevenson has been Orbital's Chief Executive Officer since April 2021 and has served as a director on Orbital's Board of Directors since at least June 2021.

15. **Above: Space Development Corporation f/k/a Orbital Assembly Corporation**, is currently a Delaware corporation located in Huntsville, Alabama. From its founding in August

2019 through June 2022, Orbital was a California corporation headquartered first in Alta Loma, California, and then Rocklin, California.

FACTUAL ALLEGATIONS

A. Orbital's Business and Securities Offerings

1. Background about Orbital

16. Orbital was founded in August 2019 to attempt to design and construct commercial space structures, including habitable space stations.

17. As Orbital's COO and acting CFO from 2019 through 2026, Alatorre was responsible for overseeing the company's budget, finances, and human resources functions. He also worked on product design and development and Orbital's securities offerings, among other things.

18. After Stevenson joined Orbital in April 2021 as the CEO, she participated in raising capital through securities offerings, cultivated potential partnerships and customer relationships, and assisted with the overall management of the company. She also had access to information about the company's finances and its product design and development.

19. At any given time during the Relevant Period, Orbital had approximately four other employees besides Defendants, only two or three of whom were engineers.

20. To date, Orbital has not constructed or operated any space stations.

2. Orbital's Offerings of Securities via Regulation Crowdfunding

21. In total, Orbital engaged in five Regulation Crowdfunding offerings using online crowdfunding intermediaries that raised approximately \$2.9 million from more than 1,400 retail investors. The offerings relied on a provision in the 2012 JOBS Act (Pub. L. 112-106 (Apr. 5, 2012)) allowing unaccredited investors to purchase equity in early-stage companies.

Specifically, Orbital engaged in the following offerings of its common stock:

Offering	Time Period	Amount Raised
"First Offering"	January 2021 – April 2021	\$995,000
"Second Offering"	November 2021 – April 2022	\$1,325,750
"Third Offering"	November 2022 – February 2023	\$143,447
"Fourth Offering"	March 2023 – July 2023	\$386,550
"Fifth Offering"	October 2023 – March 2024	\$91,090

22. For each of these five offerings, Orbital’s offering materials consisted of Form C offering statements publicly filed with the SEC, investor pitch decks, and offering websites hosted by the crowdfunding intermediaries. The Form C offering statements and pitch decks were available to investors on the offering websites, which is also where investors made their investments.

23. For the First Offering, Alatorre was Orbital’s primary contact with the crowdfunding intermediary who, using materials that Alatorre helped create and draft, created Orbital’s Form C offering statement. Alatorre also approved the information that was posted online by the crowdfunding intermediary on the First Offering’s website.

24. For the Second Offering through the Fifth Offering, Alatorre and Stevenson both had a role in creating, drafting, and/or editing the offering materials, with each providing content that was included in those documents and on the offering websites hosted by the crowdfunding intermediaries. Moreover, because Alatorre and Stevenson were both members of Orbital’s Board of Directors during the Relevant Period, they approved the offering materials before they were posted online and thereby made available to investors.

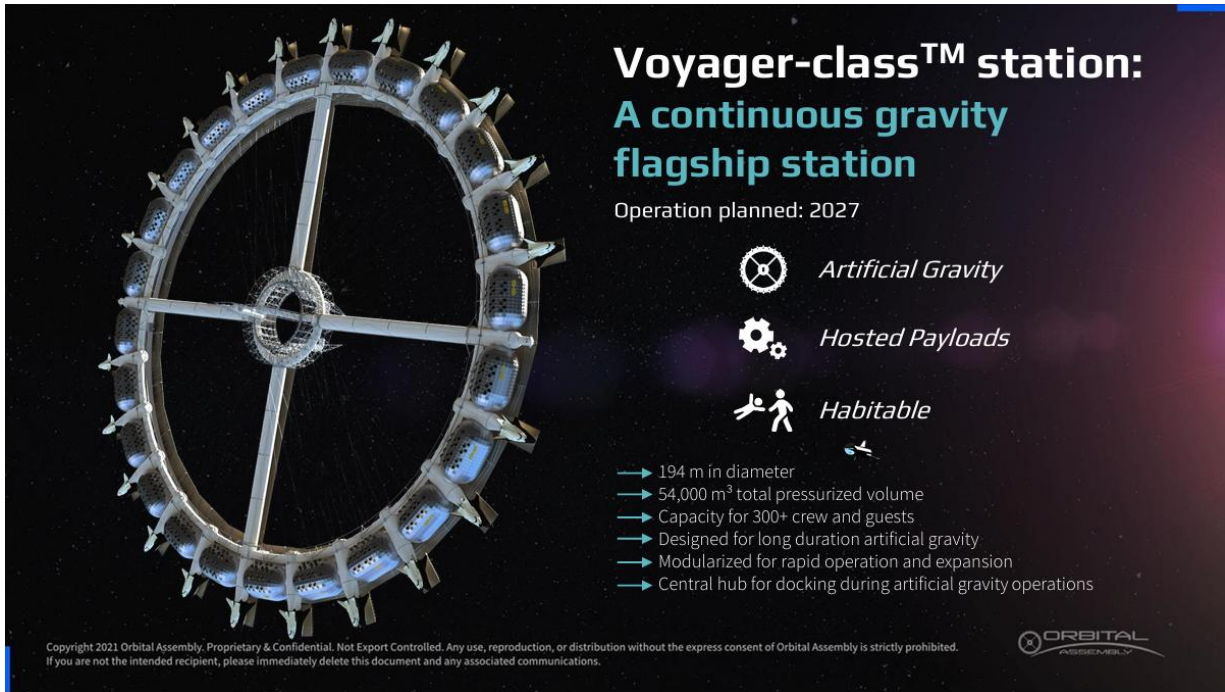
B. Defendants Provided Misleading Offering Materials to Investors

1. Orbital Materially Misrepresented the Status of and Completion Dates for its Projects and Disseminated Those Claims to Investors

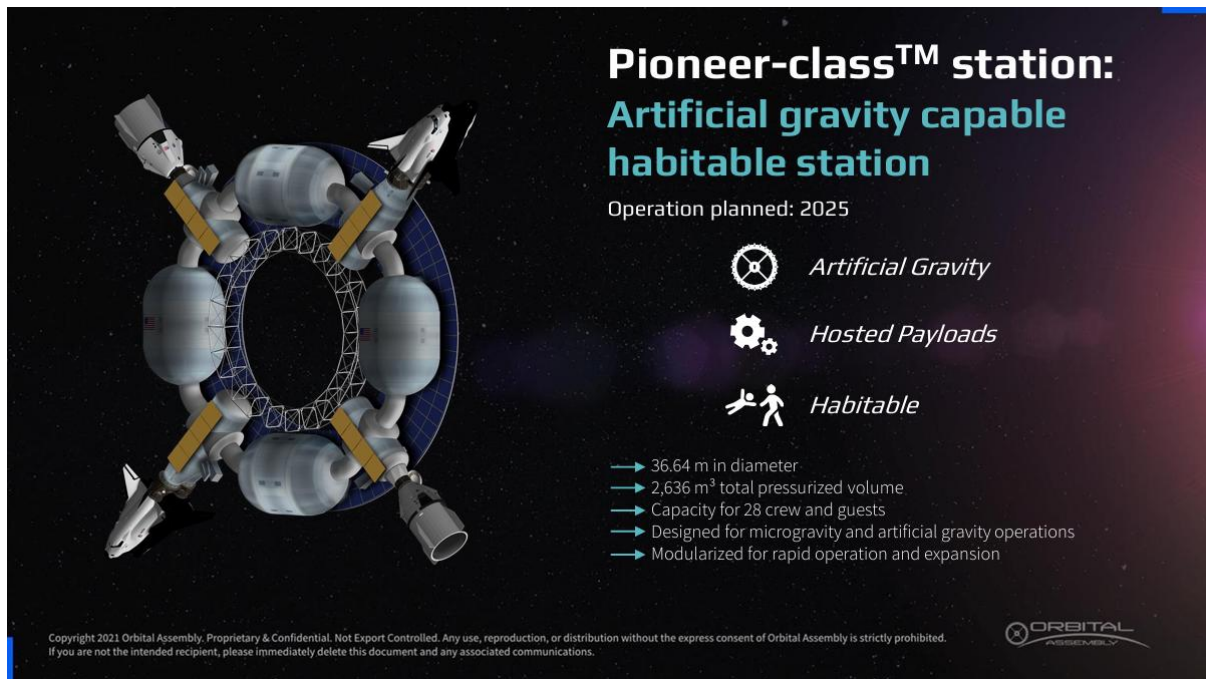
25. Orbital’s Form C offering statement and website for its First Offering in 2021 touted its plans to design, build, and operate a large rotating space station which would serve as a hotel for 300 visitors and 100 crew members. Orbital misleadingly represented on the offering website for the First Offering that it planned for this so-called “Voyager-class” space station to be operational in 2027.

26. For the Second Offering, which started about six months later in November 2021 and ran through April 2022, Orbital included a visual representation of the “Voyager-class” space station in its investor pitch deck. Orbital’s rendering included the statements that the space station would be 194 meters in diameter (approximately equivalent to the length of two football fields), would have “artificial gravity,” and would have “[c]apacity for 300+ crew and guests.” Orbital also

misleadingly stated “Operation planned: 2027.”



27. The pitch deck for the Second Offering also included the misleading representation that Orbital also planned to design, build, and operate a smaller “Pioneer-class” space station within four years. The “Pioneer-class” station would purportedly be approximately 37 meters in diameter, house up to 28 people, and have “artificial gravity.” This smaller space station, which Orbital claimed was planned to be operational in 2025, would supposedly be “designed to generate revenue in the following areas: tourism, manufacturing, research, leasing and hosted payloads” and would eventually be built out to become the larger “Voyager-class” station. Orbital also included a visual representation of this smaller space station in the investor pitch deck:



28. However, the above-referenced pages from Orbital’s pitch deck about the “Voyager-class” and “Pioneer-class” space stations, and statements from the Form C offering statement and website for the First Offering, omitted facts that made them misleading to a reasonable person.

29. Notably, in 2021 and 2022, Orbital lacked the staff, facilities, technical capabilities, manufacturing resources, and funding necessary to design, build, or launch a massive space station within four to six years. At that time, and throughout the Relevant Period, Orbital only employed two or three engineers.

30. Moreover, by late 2021, those employees had not progressed beyond working on the basic architecture of the planned space stations. In fact, during the Relevant Period, Orbital never made it beyond this phase for either project, neither of which progressed to initial engineering, preliminary design review or detailed engineering, among other phases. Furthermore, Orbital internally estimated that it would need at least 10 to 20 engineers to design the stations and considerably more technicians to manufacture them, but it had not hired anyone else to supplement its six-person staff.

31. In addition, Orbital did not have anywhere close to the funds that would be needed

1 to design, manufacture, and launch the space stations. Orbital’s own internal estimates indicated
2 that it would need approximately \$4 to \$6 billion to construct the “Voyager-class” station. The
3 company also estimated internally that the cost to construct the smaller “Pioneer-class” station was
4 over \$250 million. However, Orbital’s financial statements for the year ending December 2021
5 disclosed total assets of only approximately \$360,000. Additionally, during the First and Second
6 Offerings, Orbital did not have any sources of revenue aside from the offerings themselves, which
7 only raised approximately \$2.3 million in total.

8 32. In the subsequent Third and Fourth Offerings, Orbital continued to make
9 misrepresentation about the status and expected timeline for the purported “Pioneer-class” space
10 station. In particular, in pitch decks and on the offerings’ websites, Orbital repeated its
11 misrepresentation that the “Pioneer-class” space station was anticipated to be operational in 2025.

12 33. Orbital did not have a reasonable basis for continuing to claim in those later
13 offerings that the “Pioneer-class” station would be operational in 2025, as the Company continued
14 to lack the resources to design, manufacture, and launch a space station within two to three years.
15 Orbital did not hire any additional engineers prior to the Third or Fourth Offerings or make it past
16 the architecture phase in the engineering design process. Funding remained in short supply as well.
17 According to its financial statements, the company’s total assets peaked at around \$840,000 during
18 the Third and Fourth Offerings, at a time when the “Pioneer-class” space station’s supposed
19 operational date was less than three years away.

20 34. Orbital acted at least negligently in making these misrepresentations in the First
21 through Fourth Offerings because it knew or should have known that its claims about the
22 operational timelines of the space stations did not fairly align with the information then in its
23 possession about its limited staffing, minimal technical capabilities, and meager funds.

24 35. Orbital further at least negligently misrepresented certain facts that supported its
25 misleading claims about the status and anticipated timelines of the space stations. For instance, in
26 the Form C offering statements for its Second, Third, Fourth, and Fifth Offerings, Orbital
27 represented to investors that it had used funds raised through the First Offering for purposes that
28 included “Gravity Ring Fabrication.” Orbital had claimed that the gravity ring would be a free-

1 standing circular structure that would be built in space and showcase Orbital's ability to achieve
2 artificial gravity.

3 36. However, during the Relevant Period, Orbital did not build a gravity ring. In fact,
4 as of September 2024, months after the end of its five offerings, Orbital had not even begun
5 construction on a gravity ring.

6 37. Orbital knew or should have known that its claims that it had used investor funds to
7 "fabricat[e]" a gravity ring were false or misleading.

8 **2. Alatorre and Stevenson Helped Create and Disseminate Orbital's Offering**
9 **Materials About the Status of and Expected Timelines of its Projects**

10 38. With respect to the First Offering, Alatorre acted at least negligently in helping
11 create and draft misrepresentations in the offering materials about the status and anticipated
12 timelines for Orbital's projects and in arranging for the dissemination of those statements to
13 investors. As Orbital's COO and acting CFO, Alatorre was in charge of the company's budget,
14 finances, and human resources, and he worked on product design and development. He therefore
15 had access to information about Orbital's staffing, technical capabilities, and finances. As a result,
16 he knew or should have known that Orbital could not possibly design, build, or launch an
17 operational space station in six years.

18 39. With respect to the Second Offering through the Fourth Offering, both Alatorre and
19 Stevenson acted at least negligently in helping create, draft, and/or edit Orbital's
20 misrepresentations about the projects' status and timelines in the offering materials and arranging
21 for their dissemination to investors. They also acted at least negligently in approving those
22 misrepresentations for dissemination to the crowdfunding intermediaries and, ultimately, to
23 investors. Alatorre remained in his roles as the COO and acting CFO during those subsequent
24 offerings. Meanwhile, Stevenson became the CEO of Orbital in April 2021, and, in that role, she
25 was responsible for managing the company and had access to information about Orbital's finances
26 and product design and development work. Alatorre and Stevenson each knew or should have
27 known that Orbital failed to make any meaningful progress on its space stations, and that the
28 company did not have the resources to do so.

40. Alatorre and Stevenson, who approved the Form C offering statements, also knew or should have known that Orbital had not fabricated the gravity ring.

41. All of the misrepresentations set forth above in this section were material to a reasonable investor. It was important for investors to know that Orbital did not have the staff, technical capabilities, or funds necessary to realistically design, manufacture, or launch the space stations on the timelines set forth in the offering materials. It was also important for investors to know that funds were not used to construct the gravity ring, which would have marked significant progress toward Orbital's stated goal of building the space stations.

3. Defendants Made and/or Disseminated Material Misrepresentations Regarding Orbital's Purported Intellectual Property

42. Orbital also acted at least negligently by falsely and misleadingly claiming to investors that it had several patents that would supposedly help the company achieve its goals in space, including design patents related to robots that can perform construction work in space. Orbital explained in its offering materials, including its Form C offering statement for the First Offering, that such robots were essential for building the large-scale space stations touted by Orbital because there was no "permanent workforce in space," and because "long-term exposure to the microgravity environment of space is proving increasingly detrimental to human health."

43. For example, in the Form C offering statement for its First Offering, Orbital misrepresented that it had "three design patents for in-space construction robots, with more on the way." Orbital repeated this misrepresentation in the Form C offering statement for its Second Offering. In reality, Orbital did not own any patents. While Orbital's first CEO owned two utility patents and one design patent in his own name, he did not transfer the patents to Orbital and he took the patents with him when he left Orbital during the First Offering.

44. Moreover, on the offering website for the Second Offering, Orbital falsely stated that it had "patented components" for robots. Later, in its Form C offering statement for the Third Offering, Orbital falsely claimed that it would use "its own patented trade secrets to build hybrid space stations with the advantages of microgravity and partial artificial gravity." For the Fifth Offering, Orbital's Form C offering statement falsely claimed that the company had "multiple

1 patents, either granted or applied for.”

2 45. In truth, during the Relevant Period, Orbital did not own any patents, much less
3 three design patents concerning construction robots capable of working in space.

4 46. Orbital knew or should have known that these claims about its intellectual property
5 were false.

6 47. Alatorre and Stevenson, who both had access to information about Orbital’s
7 technology portfolio and patent applications, also knew or should have known that Orbital did not
8 own any patents. Alatorre and Stevenson acted at least negligently in approving and helping draft,
9 create, and disseminate the offering materials containing the patent-related misrepresentations.

10 48. Orbital’s misrepresentations regarding purported patents were material to a
11 reasonable investor. It was important for investors to know that Orbital, which purported to be a
12 space technology company, did not have any patents related to the design or construction of space
13 structures. Moreover, it was important for investors to know that, contrary to its claims, Orbital did
14 not own any patents specifically for creating space construction robots because, according to
15 Orbital’s own marketing materials, those robots were important to the execution of its projects.

16 **4. Defendants Provided Materially Misleading Information About Its Space**
17 **Industry Relationships**

18 49. Orbital also at least negligently created the misleading impression that it had close
19 relationships with two well-known aerospace launch service companies.

20 50. Specifically, in pitch decks for its Second, Third, and Fourth Offerings, and the
21 Form C offering statement for the Fifth Offering, Orbital included the corporate logo for a
22 prominent space launch service company (“Launch Company 1”) on a slide or image purporting to
23 highlight “Our Partners,” “Strategic Partners,” or “Strategic Affiliates.” Orbital did meet with
24 Launch Company 1 a few times to discuss the services that Launch Company 1 could potentially
25 provide as well as the cost of those services. In addition, when Orbital applied for a government
26 award to build a space station in August 2021, Launch Company 1 provided a letter stating that, if
27 Orbital won the award, Launch Company 1 would be interested in working with Orbital.

28 51. However, Orbital learned that its award application had not been selected around

1 December 2021, about a month after the start of the Second Offering (which then continued
2 through April 2022). After the failure of that award application, Orbital did not enter into any
3 agreements with Launch Company 1 and did not collaborate with, or procure any services from,
4 Launch Company 1. Nonetheless, Orbital did not remove Launch Company 1's logo from its pitch
5 deck and instead kept the logo in its offering materials for its subsequent Third, Fourth, and Fifth
6 Offerings.

7 52. Separately, the pitch decks for the Third and Fourth Offerings, and the Form C
8 offering statement for the Fifth Offering, included the logo for a different major space launch
9 service company ("Launch Company 2") on a slide or image that represented Launch Company 2
10 as one of Orbital's "Strategic Partners" or "Strategic Affiliates."

11 53. Once again, Orbital did meet with Launch Company 2 a few times to discuss, and
12 memorialized in writing, the services that Launch Company 2 could potentially provide as well as
13 the cost of those services. However, Orbital did not enter into any agreements with Launch
14 Company 2 and did not collaborate with, or procure any services from, Launch Company 2.

15 54. Orbital knew or should have known that its characterization of the two launch
16 service companies as "partners," "strategic partners," or "strategic affiliates" was misleading when,
17 in reality, Orbital did not engage in any business or work with either Launch Company 1 or
18 Launch Company 2.

19 55. Alatorre and Stevenson acted at least negligently in drafting, providing content for,
20 and/or approving the Form C offering statement and pitch decks that contained misleading
21 information about Orbital's purported relationships with Launch Company 1 and Launch
22 Company 2, as well as in arranging for those materials' dissemination to investors, because
23 Alatorre and Stevenson knew or should have known that Orbital's identification of the two launch
24 service providers as "partners" or "affiliates" was misleading. Stevenson was the primary contact
25 person for the two entities, and both she and Alatorre had access to information about Orbital's
26 contacts with outside entities in their roles as the two executives responsible for the overall
27 management of Orbital.

28 56. The misleading impression created by Orbital about its third-party relationships

1 was material to a reasonable investor. It would have been important for a reasonable investor in the
 2 Second through Fifth Offerings to know that Orbital did not have any meaningful relationship,
 3 much less a partnership, with the two well-known launch service companies. Orbital's
 4 characterization of the two well-known launch service companies as its "partners" or "affiliates"
 5 made Orbital seem more established and successful than it was.

6 **C. Defendants Agreed to Toll the Statute of Limitations**

7 57. Defendants each, through counsel, signed tolling agreements with the Commission
 8 that suspended the running of the applicable statute of limitations from December 30, 2025 to
 9 March 30, 2026. Defendants each subsequently signed two additional tolling agreements
 10 collectively suspending the running of the statute of limitations further to September 28, 2026.
 11 Each of the three tolling agreements specified a period of time in which "the running of any statute
 12 of limitations applicable to any action or proceeding against [Defendants] authorized, instituted, or
 13 brought by or on behalf of the Commission or to which the Commission is a party arising out of
 14 the investigation ('any proceeding'), including any sanctions or relief that may be imposed therein,
 15 is tolled and suspended." The tolling agreements further provided that Defendants and any of their
 16 agents or attorneys "shall not include the tolling period in the calculation of the running of any
 17 statute of limitations or for any other time-related defense applicable to any proceeding, including
 18 any sanctions or relief that may be imposed therein, in asserting or relying upon any such time-
 19 related defense."

20 **FIRST CLAIM FOR RELIEF**

21 *Violations of Section 17(a)(3) of the Securities Act*

22 *(All Defendants)*

23 58. The SEC re-alleges and incorporates by reference Paragraph Nos. 1 through 57.

24 59. During the Relevant Period, Defendants, in the offer or sale of securities by use of
 25 the means or instruments of transportation or communication in interstate commerce or by use of
 26 the mails, directly or indirectly, negligently engaged in transactions, practices and courses of
 27 business which have operated as a fraud or deceit upon the purchasers of such securities.

28 60. By reason of the foregoing, Defendants, directly and indirectly, violated, and unless

enjoined, are reasonably likely to continue to violate Section 17(a)(3) of the Securities Act [15 U.S.C. § 77q(a)(3)].

SECOND CLAIM FOR RELIEF

Violations of Section 17(a)(2) of the Securities Act

(Orbital)

61. The SEC re-alleges and incorporates by reference Paragraph Nos. 1 through 57.

62. During the Relevant Period, Orbital, in the offer or sale of securities by use of the means or instruments of transportation or communication in interstate commerce or by use of the mails, directly or indirectly, negligently obtained money or property by means of untrue statements of material facts and omissions to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading.

63. By reason of the foregoing, Orbital violated and, unless enjoined, is reasonably likely to continue to violate Section 17(a)(2) of the Securities Act [15 U.S.C. § 77q(a)(2)].

PRAYER FOR RELIEF

WHEREFORE, the SEC respectfully requests that the Court enter a Final Judgment:

I.

Permanently enjoining Defendants from directly or indirectly violating Section 17(a)(3) of the Securities Act [15 U.S.C. § 77q(a)(3)] and permanently enjoining Orbital from directly or indirectly violating Section 17(a)(2) of the Securities Act [15 U.S.C. § 77q(a)(2)].

II.

Permanently enjoining, pursuant to Section 20(b) of the Securities Act [15 U.S.C. § 77t(b)] and Section 21(d)(5) of the Securities Exchange Act of 1934 [15 U.S.C. § 78u(d)(5)], Alatorre and Stevenson from directly or indirectly, including, but not limited to, through any entity owned or controlled by him or her, participating in the issuance, purchase, offer, or sale of any security, provided, however, that such injunction shall not prevent Alatorre and Stevenson from purchasing or selling securities for his or her own personal accounts.

1 **III.**

2 Requiring Alatorre and Stevenson to pay civil monetary penalties pursuant to Section 20(d)
3 of the Securities Act [15 U.S.C. § 77t(d)].

4 **IV.**

5 Retaining jurisdiction of this action in accordance with the principles of equity and the
6 Federal Rules of Civil Procedure in order to implement and carry out the terms of all orders and
7 decrees that may be entered, or to entertain any suitable application or motion for additional relief
8 within the jurisdiction of this Court.

9 **V.**

10 Granting such other and further relief as this Court may determine to be just, equitable, and
11 necessary.

12 **JURY DEMAND**

13 Pursuant to Federal Rule of Civil Procedure 38 and Civil Local Rule 3-6, the SEC
14 demands a trial by jury on all issues so triable.

15
16 Dated: September 29, 2026

17 Respectfully submitted,

18 /s/ Christine Hom

19 Christine Hom

20 Attorney for Plaintiff

21 SECURITIES AND EXCHANGE COMMISSION
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