



**LIANG LY LLP**

601 South Figueroa Street • Suite 1950 • Los Angeles, California 90017

Telephone: 213.262.8000 • Facsimile: 213.335.7776

John K. Ly  
(213) 262-8001  
jly@lianglyllp.com

March 31, 2026

**VIA CERTIFIED MAIL**

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612

Lauren Averill and  
Sean Kim  
Anduril Industries, Inc.  
Employment Counsel  
1400 Anduril  
Costa Mesa, CA 92626  
laverill@anduril.com  
skim@anduril.com

**RE: Paul Herz v. Anduril Industries, Inc.**

Dear PAGA Administrator:

This office represents Paul Herz (“Herz” or “Plaintiff”), a former employee of Anduril Industries, Inc. (“Anduril”), a company based in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* Below are the facts and theories of California Labor Code violations that Anduril engaged in with respect to Plaintiff and all of Anduril’s aggrieved employees.

Plaintiff worked for Anduril from in or around April 2025 until his termination in February 2026. Anduril promised Plaintiff that he would be hired as Vice President of Manufacturing, with authority to oversee and scale the company’s manufacturing operations over the long-term growth trajectory of the company. To incentivize Plaintiff, Anduril offered him a stock grant valued at over \$2.5 million. Plaintiff relied on Anduril’s promises of role, scope, authority, and longevity of the position. In doing so, Plaintiff relocated from the San Francisco Bay Area, where he lived, worked, [REDACTED].

Shortly after uprooting his life to join Anduril, Plaintiff discovered that Anduril was not placing him in this promised executive leadership capacity. Instead, Plaintiff was assigned a limited role within the manufacturing department, focused primarily on developing and implementing short-term initiatives to stabilize the company’s rapidly expanding workforce. Plaintiff had little or no real decision-making authority in the role. When Plaintiff complained

about the false promises about his role for which he had relocated for, Anduril demoted him, stripped him of his position, and removed the hundreds of employees who were supposed to report to him. After Plaintiff completed his work to stabilize operations, Anduril then summarily fired him, just before his initial stock grant was scheduled to vest. Following his termination, Plaintiff learned that several other executives and employees had also been terminated on or near the eve of their stock vesting dates. Plaintiff believes that Anduril made knowingly false representations to him and other employees that they would be hired for long-term growth with promises of equity in the company, only to be terminated before the one year of employment required before their equity grants would vest.

Plaintiff alleges that Anduril made similar false representations to employees concerning (a) the kind, character, or existence of such work; and/or (b) the length of time such work will last, or the compensation therefor, and such employees, relying on those promises, relocated to Anduril's office(s) to work for the company. Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of the below subgroup(s) of aggrieved employees defined as:

- 1. All persons who were employed by or performed services for Anduril, who relocated from within California to another place in California, were given stock equity grants (e.g., restricted stock units), and were terminated before an equity vesting date.**
- 2. All persons who were employed by or performed services for Anduril, who relocated from outside of California to any place within California, were given stock equity grants (e.g., restricted stock units), and were terminated before an equity vesting date.**
- 3. All persons who were employed by or performed services for Anduril, who relocated from any place within California to any place outside of California, were given stock equity grants (e.g., restricted stock units), and were terminated before an equity vesting date.**

**All employees described above shall be referred to collectively as “Aggrieved Employees.”**

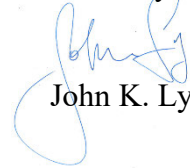
*Solicitation of Employees By Misrepresentation.* Anduril violated Labor Code §970. Section 970 states: “No person, or agent or officer thereof, directly or indirectly, shall influence, persuade, or engage any person to change from one place to another in this State or from any place outside to any place within the State, or from any place within the State to any place outside, for the purpose of working in any branch of labor, through or by means of knowingly false representations, whether spoken, written, or advertised in printed form, concerning either: [¶] (a) The kind, character, or existence of such work; [¶] [or] (b) The length of time such work will last ....” Here, Anduril made false representations about the kind and character of the work, as well as the long-term nature of the opportunity at Anduril. Anduril promised stock equity

## LIANG LY LLP

grants to potential recruits of the company knowing that the company was not going to award the grants, and that these employees would be terminated before their one-year stock was to vest.

We will be filing a complaint alleging causes of action, including Labor Code § 970, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Sincerely,

A handwritten signature in blue ink, appearing to read "John K. Ly", is written over the typed name. The signature is fluid and cursive.

John K. Ly