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and all others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

KENNETH BUCK, an individual, on behalf of himself and all others similarly situated and aggrieved,

Plaintiff,

vs.

LULU'S FASHION LOUNGE, LLC dba LULUS, a Delaware Limited Liability Company; LULU'S FASHION LOUNGE HOLDINGS, INC., a Delaware Limited Liability Company; and DOES 1 through 25, inclusive,

Defendants.

Case No.: CIVSBZ516570

FIRST AMENDED CLASS ACTION & PAGA REPRESENTATIVE ACTION COMPLAINT

(1) FAILURE TO PROVIDE REST BREAKS;

(2) FAILURE TO PAY MINIMUM WAGES;

(3) FAILURE TO PAY OVERTIME WAGES;

(4) FAILURE TO PAY ALL WAGES UPON SEPARATION;

(5) FAILURE TO KEEP AND MAINTAIN REQUIRED RECORDS;

(6) VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW ("UCL"), CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*; AND

(7) CIVIL PENALTIES FOR VIOLATIONS OF LABOR CODE, PURSUANT TO CALIFORNIA'S PRIVATE ATTORNEYS GENERAL ACT ("PAGA"), §§ 2698, *ET SEQ.*

DEMAND FOR JURY TRIAL

FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

Plaintiff KENNETH BUCK ("Plaintiff" or "BUCK"), on behalf of himself and all others similarly situated and aggrieved, by and through his attorneys, Abramson Labor Group, hereby files this First Amended Class Action and Private Attorneys General Act of 2004 ("PAGA") Representative Action Complaint against Defendants LULU'S FASHION LOUNGE, LLC doing business as LULUS, a Delaware Limited Liability Company; LULU'S FASHION LOUNGE HOLDINGS, INC., a Delaware Limited Liability Company; and DOES 1 through 25 inclusive, (collectively, "Defendants"), and states as follows:

I. INTRODUCTION

1. Plaintiff brings this class and representative action on behalf of himself, on behalf of a class defined as all current and former hourly non-exempt employees of Defendants in California at any time during the Class Period beginning four years prior to the filing of this Complaint through the present ("Class Period"), and on behalf of all Aggrieved Persons who worked for Defendants as hourly, non-exempt employees in California at any time during the period beginning one year prior to the PAGA letter (defined below) through the present ("PAGA Period").

2. This is also an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who work or worked for Defendants in California as non-exempt, hourly employees and who received at least one wage statement during their employment, and against whom one or more violations of any provision in Division 2, Part 2, Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint ("Aggrieved Employees"), at any time between one year and 65 days prior to the filing of this amended complaint (i.e., March 3, 2024) until judgment (the "PAGA Period"). Plaintiff's share of civil penalties sought in this action does not exceed $75,000.

3. Defendants are operating in California as an online clothing retailer that sells merchandise to customers throughout the United States. Defendants' services at their warehouses include order fulfillment, pack-and-ship, and handling returns.

4. Defendants' policies and practices are to deny earned wages, including premium and overtime pay, to their nonexempt employees in California. Defendants do not provide their employees with legally compliant rest breaks nor premium pay in lieu thereof. Additionally, Defendants require their employees to be present and to perform work uncompensated in excess of eight hours (where an alternative workweek schedule does not apply) to ten hours (where an alternative workweek schedule applicable) per day and/or 40 hours per work week by mandating that these employees perform various forms of compensable work off-the-clock including, but not limited to, regularly clocking in for their shifts after beginning to perform a substantial amount of compensable work to prepare their workstations for the day. Likewise, Defendants do not provide minimum wages and overtime pay for this off-the-clock time. These off-the-clock waiting periods exist for the sole benefit of Defendants and occurred frequently and regularly at Defendants' locations throughout California. This illegal practice has been in effect by Defendants since at least the start of the Class Period.

5. Moreover, Defendants fail to timely compensate employees for all wages earned upon separation and fail to properly and accurately calculate minimum wages and overtime wages and report wages earned, hours worked, and wage rates. For these reasons, Plaintiff brings this action on behalf of himself and other hourly, nonexempt employees of Defendants to recover unpaid wages, overtime compensation, penalties, interest, injunctive relief, damages, and reasonable attorneys' fees and costs.

6. Defendants' deliberate failure to pay their hourly, nonexempt employees their earned wages and overtime compensation violates the California Labor Code and California's Unfair Competition Law, codified under California's Business & Professions Code.

7. Plaintiff brings a class action under the California Code of Civil Procedure section 382 against all Defendants on behalf of all hourly, nonexempt employees of Defendants in California for failing to provide compliant rest breaks or premium pay in lieu thereof, for unpaid minimum wages including for work performed off the clock; unpaid overtime wages; failing to keep and maintain accurate, required records; failing to provide timely and accurate wage statements; failing to timely pay all wages owed at separation; and other related penalties and damages under the California Labor Code and California Business & Professions Code.

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II. JURISDICTION AND VENUE

8. This Court has jurisdiction over this matter because Defendants are licensed to do business in California, regularly conduct business in California, and committed and continue to commit the unlawful acts alleged herein in California.

9. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statute under which this action is brought does not specify any other basis for jurisdiction.

10. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, and intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a "citizen" for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff's share of the civil penalties attributable to violations personally suffered are less than $75,000. *Id.* at 1122.

11. Venue lies properly with this Court, as it is the place where at least one defendant resides, is incorporated or has its principal place of business, or a substantial amount of the events which gave rise to this suit occurred and/or a cause of action arose. Thus, venue is proper in this Court, because Defendants employ persons in this county and employed at least one plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

12. California Labor Code sections 2698 *et seq.*, the "Labor Code Private Attorneys General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violating the California Labor Code.

III. PARTIES

13. Plaintiff KENNETH BUCK ("Plaintiff" or "BUCK") is or was a resident of Magalia, California. Defendants employed Plaintiff BUCK as an hourly-paid, non-exempt employee for about

7.4 years from approximately April 30, 2017 through approximately October 9, 2024. BUCK held the positions of (1) Receiving Trainer (start until March 2020), (2) Studio Returns (2021 to 2023), (3) Returns specialist (2023 to 6/2024), and (4) Returns Go-Back (6/2024 to end). During his employment, Plaintiff BUCK worked at Defendants' location in Chico, California located at 195 Humboldt Avenue, Chico, California 95928. Plaintiff BUCK typically worked four to five days per week for 10 or more hours per day pursuant to an adopted Alternative Workweek Schedule and at least about forty (40) hours per week. At the time Plaintiff BUCK'S employment ended, he was earning $20.00 per hour.

14. Defendant LULU'S FASHION LOUNGE, LLC doing business as LULUS ("LULUS FASHION") is, on information and belief, a Delaware Limited Liability Company doing business in California, with its principal place of business at, or previously at, 195 Humboldt Avenue, Chico, California 95928 and upon information and belief is now at 3951 Earlstone Street, Ontario, California 91761, and at all times hereinafter mentioned, is an employer whose employees are engaged throughout this county, in the State of California. LULUS FASHION owns a business in California that is operating as an online clothing retailer that sells merchandise to customers throughout the United States. During the Class Period, LULUS FASHION'S distribution facility has occupied two locations: first it was in Chico, California at 195 Humboldt Avenue, Chico, California 95928 with a separate consolidation center in Ontario, California at 3951 Earlstone Street, Ontario, California 91761.[1] However, as of early 2025, LULUS FASHION has moved its distribution center into the Ontario facility, "which now serves as both a consolidation and distribution center."[2] Defendants' services at their warehouses include order fulfillment, pack-and-ship, and handling returns.

15. Defendant LULU'S FASHION LOUNGE HOLDINGS, INC. ("LULUS HOLDINGS") is, on information and belief, a Delaware Limited Liability Company doing business in California, with its principal place of business at, or previously at, 195 Humboldt Avenue, Chico, California 95928, and upon information and belief is now at 3951 Earlstone Street, Ontario, California 91761 and at all times

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[1] https://www.sec.gov/ix?doc=/Archives/edgar/data/0001780201/000155837025003845/tmb-20241229x10k.htm (last accessed May 15, 2025).

[2] *Ibid.*

hereinafter mentioned, is the holdings company of employer LULUS FASHION whose employees are engaged throughout this county, in the State of California. LULUS HOLDINGS receives distributions and payments from its operating subsidiaries, including LULUS FASHION.[3]

16. Defendants created the policies and procedures described herein and, at all times during the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

17. The practices and policies complained of by way of this Complaint are enforced throughout the State of California, including in Chico, California and Ontario, California.

18. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as Does 1-25, inclusive, but is informed and believes that said Defendants are legally responsible for the conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege both the true names and capacities of the Doe Defendants when ascertained. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint venturers of their co-Defendants and were, as such, acting within the course, scope, and authority of said agency, employment, and/or venture, and with the consent of their co-Defendants, and/or said acts were ratified by their co-Defendants, and that each and every Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring, training, and supervision of each and every other Defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiff is informed and believes that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to each of the other Defendant.

IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. At all times relevant herein, Defendants own and operate a business in California operating as an online clothing retailer that sells merchandise to customers throughout the United

[3] https://www.sec.gov/ix?doc=/Archives/edgar/data/0001780201/000155837025003845/tmb-20241229x10k.htm (last accessed May 15, 2025).

States. Defendants' services at their warehouses include order fulfillment, pack-and-ship, and handling returns.

20. Upon information and belief, Defendants are organized in Delaware but maintain their corporate operations headquarters, including Human Resources in Chico, California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their operations headquarters in Chico, California, which is responsible for conducting Defendants' recruiting and hiring of new employees, as well as communicating and implementing Defendants' company-wide policies, including timekeeping policies, to employees throughout California. In particular, Plaintiff and other Class Members, on information and belief, received the same standardized documents and/or written policies upon hire. Upon information and belief, the use of standardized documents and/or written policies, including new hire documents, indicate that Defendants dictated policies at the corporate-level and implemented them company-wide, regardless of their employees' assigned locations or positions. On information and belief, all transactions regarding hiring, terminations, promotions, and pay increases, etc., relating to Defendants' California employees were submitted to and processed by Defendants' HR department in Chico, California.

21. Upon information and belief, Defendants' corporate records, business records, data, and other information related to Defendants, including, in particular, HR records pertaining to Defendants' California employees, are also maintained at Defendants' operations headquarters in Chico, California.

22. At all relevant times, Defendants have been, and continue to be, a "person" as that term is defined under California Business & Professions Code section 17021 and California Labor Code sections 1-29.5.

23. At all times relevant herein, Plaintiff was employed by Defendants as an hourly, nonexempt employee in the position of Chemical Waste Technician in California during the Class Period.

24. At all times relevant herein, Plaintiff and Class Members were assigned to and required and permitted to work without pay while performing tasks including but not limited to: attending staff meetings; opening returns to assess suitability for resale; satisfy quotas of returns-processed-per hour;

fulfilling, packing, and shipping orders; and cleaning designated workstations. Plaintiff and Class Members were not properly compensated for some of this work.

25. At all times relevant herein, Plaintiff and Class Members worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred because Plaintiff and Class Members regularly bypassed the timeclock upon entering and began their shifts by performing work (getting their workstations ready for their shifts) for Defendants' benefit for an extended period of time before clocking in so that once Plaintiff and Class Members did clock in, they would immediately begin processing returns and/or working on the productivity items that factored into their key performance indicators; that extra time—had it been added—would have caused Plaintiff and Class Members to exceed their 8-hour and 10-hour shift durations, entitling them to overtime compensation. Plaintiff's and Class Members' off-the-clock time was never subsequently added and, therefore, remains uncompensated.

26. At all times relevant herein, Defendants did not record Plaintiff and Class Members' actual start and stop times for their shifts nor did Defendants establish a mechanism by which Class Members could report their off-the-clock time on a daily basis or otherwise.

27. At all times relevant herein, Plaintiff and Class Members were required to perform work before clocking in at the start of their shifts, primarily because of time constraints in completing all scheduled jobs during their shifts, such as a specified number of returns processed per hour and per day. Defendants do not compensate Plaintiff and Class Members for this compensable time worked off the clock.

28. Defendants' policy and practice was to prohibit clocking in before 6:00 a.m., so in front of the supervisor who was stationed at the facility's entrance, Plaintiff and Class Members would bypass the timeclock and report straight to their workstations to move and prepare their returns for processing and then attend morning meetings and then clock in afterwards.

29. Likewise, at all times relevant herein, Plaintiff and Class Members' rest breaks were noncompliant because they were not off-duty because Plaintiff and Class Members were required to remain on Defendants' premises during their rest breaks. Because Plaintiff and Class Members could

not leave the premises, these rest breaks were noncompliant and not paid with or cured by premium compensation.

30. At all times relevant herein, regardless of work units, Plaintiff and Class Members were assigned to and required and permitted to work shifts lasting over four hours and were not authorized nor permitted to take full, net 10-minute rest breaks during each shift or 4-hour work period.

31. At all times relevant herein, Defendants failed to authorize and permit Plaintiff and Class Members to take full, net 10-minute rest breaks during the Class Period. According to Defendants' policy and uniform practice and/or Defendants' knowledge and acquiescence, Plaintiff and Class Members were required to take their 10-minute rest breaks on Defendants' premises. Accordingly, all rest breaks were noncompliant for which Defendants should have compensated Plaintiff and Class Members with premium pay for noncompliant rest breaks, but Defendants failed to do so.

32. At all times relevant herein, Plaintiff and Class Members worked in excess of eight hours per workday or 40 hours per work week or ten hours per workday for applicable AWS work units. Defendants failed to pay for all hours worked in excess of eight hours per day, and when compensated for overtime, failed to pay the correct amount of overtime by under-recording and underreporting Plaintiff's and Class Members' total hours worked. Defendants failed to pay current and former hourly, nonexempt employees one and one-half times (1½) their regular rate of pay for hours worked in excess of eight/ten hours per day or 40 hours per workweek. Defendants also failed to pay their employees at a rate no less than twice the regular rate of pay for work in excess of 12 hours in one day or for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek or, for applicable AWS work units, eight hours on fifth and sixth and seventh consecutive workdays.

33. During the Class Period, Defendants require their hourly, nonexempt employees to perform compensable work while off the clock, including performing compensable work prior to clocking in for their shifts. Accordingly, during the Class Period, Defendants did not provide minimum wages and overtime pay for this time worked off-the-clock that Plaintiff and the Class endured.

34. Defendants regularly failed to pay their hourly, nonexempt employees the correct amount of and rate for overtime wages. Defendants fail to record all hours as overtime by failing to record all hours worked in a workday. This work, done primarily for the employer's benefit, is time that hourly,

nonexempt employees should be, but were not compensated for, both straight hours and overtime hours worked in excess of 40 hours in a week, hours worked in excess of eight hours in a day (or ten hours for applicable AWS work units), and for the first eight hours worked on the seventh consecutive day of work in a workweek.

35. Supervisors employed by Defendants, including at Plaintiff's location, had knowledge of and required Plaintiff to perform compensable work prior to clocking in for their shifts. Supervisors throughout California were aware that Plaintiff and others similarly situated were performing work during these times without proper wages or overtime compensation, especially because Defendants' supervisors' desks/stations were located right near the front entrance where the timeclock was located such that they could see all employees enter the facility and saw Plaintiff and Class Members bypass and not immediately clock in on the timeclock.

36. In light of Defendants' failure to record employees' off-the-clock time that employees worked and Defendants' failure to acknowledge the noncompliant rest breaks, Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore, employees' premium pay, minimum wages, and overtime wages due. Accordingly, Defendants failed to provide accurate wage statements to their hourly, nonexempt employees identifying all hours worked and all rates in effect during the pay period.

37. At all times relevant herein, the same unlawful practices and procedures described above affect hourly, nonexempt workers of Defendants employed in California.

38. At all times relevant herein, Defendants failed to pay Plaintiff and Class Members for all hours worked. Thus, Defendants did not pay Plaintiff and Class Members minimum wages in accordance with law and, because Class Members were not compensated for time worked prior to clocking in for the start of their shifts, for shifts worked over eight hours or ten hours (depending on work unit) in duration, and Defendants also did not pay nonexempt employees all overtime wages in accordance with law.

39. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members damages including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the Class for failing to pay minimum wages, failing to pay overtime wages, failing to pay all wages owed

every pay period, failing to provide timely and accurate wage statements, failing to pay all wages owed upon separation, and unfair competition.

40. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code section 2699.3. By letter dated March 3, 2025 and amended letter dated June 11, 2025, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA"), and Defendants, of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

V. CLASS ACTION AND REPRESENTATIVE ACTION ALLEGATIONS

41. Plaintiff is a member of and seeks to be the representative for the Class of similarly situated employees who all have been exposed to, have suffered, and/or were permitted to work under Defendants' unlawful employment practices as alleged herein.

42. Plaintiff brings his first through fifth causes of action on behalf of himself and on behalf of the following Class[4] of persons:

> All current and former hourly non-exempt employees of LULU'S FASHION LOUNGE, LLC doing business as LULUS in California at any time during the Class Period through the present.

43. This action is appropriately suited for a class action pursuant to Code of Civil Procedure section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives.

44. Numerosity and Ascertainability. The size of the Class makes a class action both necessary and efficient. On information and belief, the proposed Class includes hundreds of current and former employees at Defendants' locations in California. Members of the Class are ascertainable through Defendants' records but are so numerous that joinder of all individual Class Members would be impractical.

45. Predominant Common Questions of Law and Fact. Pursuant to section 382, common

[4] Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description with greater particularity or further division into subclasses or limitation to particular issues.

questions of law and fact exist as to all Class Members. These questions predominate over any individualized issues. These common questions include but are not limited to:

a. Whether Defendants' policies and practices described in this Complaint were and are illegal;

b. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour worked or part thereof during which they were required to perform acts at the direction and for the benefit of Defendants;

c. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California for the total hours worked during the Class Period;

d. Whether Defendants have engaged in a common course of requiring or permitting their hourly, nonexempt employees to not report all hours worked during the Class Period;

e. Whether Defendants engaged in a pattern or practice of failing to properly record the start and stop times that Plaintiff and Class Members began and ended work during their shifts;

f. Whether Defendants have engaged in a common course of failing to maintain true and accurate time records for all hours worked by their nonexempt employees;

g. Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period for failing to provide full-length 10-minute rest breaks as contemplated by California law for work periods in excess of four hours;

h. Whether Defendants failed to compensate, and therefore violated section 12 of the applicable IWC Wage Order(s) and Labor Code section 226.7 by failing to provide 10-minute, uninterrupted rest breaks as contemplated by California law for work periods in excess of four hours;

i. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of overtime pay to Plaintiff and the Class for hours worked in excess of eight/ten hours in a day;

j. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of double time for hours worked in excess of 12 hours in a day;

k. Whether Defendants violated section 510/511 of the Labor Code and/or section 3 of the applicable IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for hours worked in excess of eight/ten hours in a day;

l. Whether Defendants violated section 510/511 of the Labor Code and/or section 3 of the applicable IWC Wage Order(s) by failing to pay overtime pay to Plaintiff and the Class for the first eight hours worked in a day on the seventh consecutive day in a workweek (and the fifth and sixth for applicable AWS work units) and double time for all hours worked in excess of eight hours on such days;

m. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 due to failure to compensate Plaintiff and the Class for those acts Defendants required Plaintiff and members of the Class to perform for the benefit of Defendants;

n. Whether Defendants have engaged in a common course of failing to timely pay nonexempt employees all wages due upon termination;

o. Whether Defendants have engaged in unfair competition by the above-listed conduct; and

p. The nature and extent of class-wide injury and the measure of damages for the injury.

46. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other members of the Class working for Defendants in California, was subjected to Defendants' policies and practices of refusing to properly and fully pay minimum wages, overtime wages, rest break premiums every pay period and timely upon separation in violation of California wage and hour laws. Plaintiff's job duties were and are typical of those of other class members who worked for Defendants in California.

47. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests of the Class because his individual interests are consistent with and not antagonistic to the interests of the Class, and because Plaintiff has selected counsel who has the requisite resources and ability to prosecute this case as a class action and are experienced labor and employment attorneys who have successfully litigated other cases involving similar issues.

48. Superiority of Class Mechanism. The class action mechanism is superior to any alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class action would permit the large number of injured parties to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial

resources. A class action is the only practical way to avoid the potentially inconsistent results that numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means by which Plaintiff can effectively litigate against a large, well-represented corporate defendant like Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would be able to retain the benefits and fruits of the many wrongful violations of the California state laws. Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and over again.

VI. FIRST CAUSE OF ACTION

Failure to Provide Rest Breaks

in Violation of Cal. Labor Code §§ 226.7, 512, and 1194;

IWC Wage Order No. 7-2001, § 12

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

49. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

50. California Labor Code section 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

51. IWC Wage Order No. 7-2001, section (12)(A) provides, in pertinent part: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work times is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

52. IWC Wage Order No. 7-2001, section (12)(B) provides, "If an employer fails to provide an employee with a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each

workday that the rest period is not provided."

53. As described above, Defendants required Plaintiff and other Class Members to remain on the premises during their rest breaks, which meant that Plaintiff and other Class Members were not truly off duty and were readily available if Defendants needed to interrupt Plaintiff and other Class Members while on their rest breaks. That is, Plaintiff and Class Members' rest breaks were noncompliant because they were not off-duty. As a result, Plaintiff and Class Members would work shifts in excess of 3.5 hours without the net 10-minute rest breaks to which they were entitled. More specifically, throughout his employment, during 8-hour/10-hour or longer shifts, Plaintiff and Class Members regularly worked during the entirety of their 10-minute rest breaks because they were not permitted to leave the premises.

54. At the same time, Defendants implemented a companywide policy to not pay rest break premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members one additional hour of premium pay for noncompliant rest breaks, Defendants did not pay Plaintiff and other Class Members at the correct rate of pay for premium wages because Defendants failed to include all forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium pay for missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiff and other Class Members were denied compliant rest breaks and Defendants failed to pay the full rest break premiums due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s).

55. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all others similarly situated and such conduct has continued through the filing of the initial Complaint.

56. As a direct and proximate result of Defendants' unlawful action, Plaintiff and the Class have been deprived of full-length 10-minute rest breaks and/or were not paid for rest breaks taken during the Class Period and are entitled to recovery under Labor Code section 226.7(b) in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendants failed to provide employees with compliant and/or paid rest breaks.

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VII. <u>SECOND CAUSE OF ACTION</u>

Failure to Pay Minimum Wages

Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2, and 1197; IWC Wage Order No. 7-2001, § 4

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

57. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

58. Labor Code section 510 provides in relevant part: "[e]ight hours of labor constitutes a day's work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

59. Labor Code section 1197 provides: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

60. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages for all hours worked in amounts set by state law.

61. Labor Code section 1194, subdivision (a) provides: "Notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

62. Labor Code section 1194.2 provides in pertinent part: "In any action under Section 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount

equal to the wages unlawfully unpaid and interest thereon."

63. Pursuant to IWC Wage Order No. 7-2001, section (2)(H), at all times material hereto, "hours worked" includes "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

64. At all times relevant during the liability period, under the provisions of IWC Wage Order No. 7-2001, Plaintiff and each Class Member should have received not less than the minimum wage in a sum according to proof for the time worked, but not compensated.

65. For all hours that Plaintiff and Class Members worked, they are entitled to not less than the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an amount equal to the unpaid minimum wages and interest thereon.

66. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to their attorneys' fees, costs, and interest according to proof.

67. At all times relevant during the liability period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

68. As described above, Plaintiff and Class Members regularly (preparing workstations for the days' work) so Plaintiff and Class Members could begin processing returns and other tasks that were tracked as key performance indicators and avoid exceeding the cutoff between straight time and overtime (8 hours or 10 hours depending on work unit), so in those instances, they were instructed to not record that extra pre-shift time but rather clock in at the start of their shifts and no earlier.

69. Also, Defendants did not pay at least minimum wages for Plaintiff and Class Members' off-the-clock hours that qualified for overtime premium payment.

70. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have done so continuously throughout the filing of this complaint.

71. As a direct and proximate result of Defendants' violation of Labor Code sections 510 and 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages entitling them to damages, injunctive relief or restitution. Plaintiff, on behalf of himself and on behalf of the Class,

seeks damages and all other relief allowable including all wages due while working as Defendants' hourly, nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections 200, *et seq.*

72. Plaintiff and Class Members are entitled to the unpaid amount of minimum wages, pre-judgment interest, liquidated damages, statutory penalties, attorneys' fees, and costs according to Labor Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

VIII. <u>THIRD CAUSE OF ACTION</u>

Failure to Pay Overtime Wages

in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 7-2001, § 3

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

73. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

74. For all hourly, nonexempt employees (by work units) for whom an alternative workweek schedule applied at any time during the Class Period, pursuant to subdivision (a) of Labor Code section 511, "Upon the proposal of an employer, the employees of an employer may adopt a regularly scheduled alternative workweek that authorizes work by the affected employees for no longer than 10 hours per day within a 40-hour workweek without the payment to the affected employees of an overtime rate of compensation pursuant to this section. . . ."

75. Subdivision (b) of Labor Code section 511 provides that, "An affected employee working longer than eight hours but not more than 12 hours in a day pursuant to an alternative workweek schedule adopted pursuant to this section shall be paid an overtime rate of compensation of no less than one and one-half times the regular rate of pay of the employee for any work in excess of the regularly scheduled hours established by the alternative workweek agreement and for any work in excess of 40 hours per week. An overtime rate of compensation of no less than double the regular rate of pay of the employee shall be paid for any work in excess of 12 hours per day and for any work in excess of eight hours on those days worked beyond the regularly scheduled workdays established by the alternative workweek

agreement. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work . . . ."

76. For all hourly, nonexempt employees for whom an alternative workweek schedule did not apply at any time during the Class Period, pursuant to section 3 of IWC Wage Order No. 7-2001; California Code of Regulations, Title 8, Chapter 5, section 11040, subdivision 12; and Labor Code sections 200, 204, 226, 500, 510, 1194, and 1198, Defendants were required to compensate those members of the Class for all overtime hours worked, which must be calculated at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on the seventh consecutive work day, with double time after eight hours on the seventh day of any work week, or after 12 hours in any work day.

77. Plaintiff and members of the Class were and are nonexempt employees entitled to the protections of IWC Wage Order No. 7-2001; California Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510, 511, 1194, and 1198. In addition, during the Class Period, Plaintiff and other members of the Class consistently worked four days per week for shifts of ten hours or more. During the course of Plaintiff's employment, and during the course of the employment of the members of the Class, Defendants failed to compensate Plaintiff and the Class for overtime hours worked as required under the aforementioned Labor Codes and Regulations.

78. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiff and members of the Class are entitled to one and one-half (1½) times and/or double their regular rate of pay for overtime work performed during the four years preceding the filing of this Complaint, based on appropriate calculations of the "total remuneration" for each workweek.

79. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at time of trial, but in amounts in excess of the jurisdictional minimum of

this Court.

80. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice, and in conscious disregard of Plaintiff's rights and the rights of the Class. Plaintiff and the Class are thus entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts according to proof a time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

81. Defendants' conduct described herein violates IWC Wage Order No. 7-2001; California Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510, 511, 512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 558, and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime compensation Defendants owes Plaintiff and the Class, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

IX. FOURTH CAUSE OF ACTION

Failure to Pay All Wages Owed Upon Separation

in Violation of Cal. Labor Code §§ 201–203

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

82. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

83. Labor Code section 201 provides, in relevant part, "[I]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

84. Labor Code section 202 provides, in relevant part, "[I]f an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting."

85. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to 30 workdays.

86. At all times relevant during the liability period, Plaintiff and the other members of the

Class were employees of Defendants covered by Labor Code section 203. Pursuant to Labor Code section 201, upon Plaintiff's and the Class Members' separation dates, Defendants were required to pay Plaintiff and the Class Members all wages earned. Plaintiff was terminated, but Defendants did not pay Plaintiff all of his final wages immediately following his termination as required and in violation of Labor Code section 201, because even though Defendants did give him a check immediately, it did not include all outstanding unpaid rest break premiums, and all hours worked to date (minimum wages and overtime wages).

87. At the time of Plaintiff's and the Class Members' respective separation dates, Plaintiff and Class Members had unpaid wages. Defendants willfully failed to pay Plaintiff and other members of the Class who are no longer employed by Defendants for their uncompensated hours, uncompensated overtime, and missed or on-duty rest breaks upon their termination or separation from employment with Defendants as required by California Labor Code sections 201 and 202. Thus, in violation of Labor Code section 201, Defendants failed to pay Plaintiff and the Class Members the full amount of wages due and owing them, in amounts to be proven at the time of trial, but in excess of the jurisdictional minimum of this Court.

88. Defendants' failure to pay Plaintiff and the Class respective wages due and owed to them was willful, and done with the wrongful and deliberate intention of injuring Plaintiff and the Class Members and in conscious disregard of their rights.

89. Defendants' willful failure to pay former employee Plaintiff and the Class all of the wages due and owing them constitutes violations of Labor Code sections 201 and 203, which provide that an employee's wages will continue as a penalty up to 30 days from the time the wages were due. Therefore, former employee Plaintiff and the Class Members are each entitled to penalties pursuant to Labor Code section 203.

X. <u>FIFTH CAUSE OF ACTION</u>

Failure to Keep and Maintain Required Records

in Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 9-2001, § 7

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

90. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint

as if fully set forth herein.

91. During the Class Period, as part of Defendants' illegal payroll policies and practices to deprive Plaintiff and Class Members of all wages earned and due, Defendants knowingly and intentionally failed to maintain records as required under California Labor Code sections 226 and 1174, and IWC Wage Order No. 7-2001, section 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements. Namely, Defendants did not record Plaintiff and Class Members' actual start and stop times for shifts nor did Defendants establish a mechanism by which Class Members were permitted to report their off-the-clock time on a daily basis or otherwise.

92. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and Class Members have been damaged in an amount according to proof at trial, and are entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class Members are entitled to all available civil and statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in California Labor Code section 226(e), as well as other available remedies.

XI. SIXTH CAUSE OF ACTION

Violations of California's Unfair Competition Law ("UCL"),

California Business and Professions Code §§ 17200, *et seq.*

(Brought by Plaintiff on Behalf of Himself and the Class Against All Defendants)

93. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

94. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any unlawful, unfair, or fraudulent business practices.

95. Through their actions alleged herein, Defendants have engaged in unfair competition within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or fraudulent business practices under the UCL.

96. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure

to pay Class Members wages and compensation they earned through labor provided, and failing to otherwise compensate Class Members, as alleged herein. Defendants' fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or misleading information about the time the Class Members worked and the amount of wages or compensation due.

97. Defendants' violations of California wage and hour laws and illegal payroll practices or payment policies constitute a business practice because they were done repeatedly over a significant period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

98. Plaintiff has standing to assert this claim because he has suffered injury in fact and has lost money as a result of Defendants' conduct.

99. For the four years preceding the filing of this action, Plaintiff and Class Members have suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged from Defendants in an amount according to proof at the time of trial and an injunction prohibiting them from engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

XII. SEVENTH CAUSE OF ACTION

For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"), §§ 2698, *et seq.*, for Violations of California Labor Code Sections

(Brought by Plaintiff on Behalf of Himself and the General Public Against All Defendants)

100. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

101. PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order(s) that provides for a civil penalty to be assessed and collected by California's Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order(s) may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

102. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed."

103. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

104. Pursuant to Labor Code sections 2699.3 and 2699.5, aggrieved employees, including Plaintiff, may pursue a civil action arising under PAGA, alleging violations of any provision listed in section 2699.5, after the following requirements have been met:

a. The aggrieved employee shall give written notice ("Employee's Notice") by online filing to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;

b. The Employee's Notice filed with the LWDA is accompanied by a $75 filing fee; and

c. The LWDA shall provide notice ("LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

105. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, including Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in section 2699.5 after the following requirements have been met:

a. The aggrieved employee shall give written notice by online filing ("Employee's Notice") to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations;

b. The Employee's Notice filed with the LWDA is accompanied by a $75 filing fee; and

c. The employer may cure the alleged violation within 33 calendar days of the postmark date of the Employee's Notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

106. On March 3, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's notice to the LWDA was accompanied by the $75 filing fee. A true and correct copy of Plaintiff's written notice to the LWDA, LULU'S FASHION LOUNGE, LLC doing business as LULUS dated March 3, 2025 is attached hereto as "**Exhibit 1**" and is incorporated into this Complaint by reference.

107. 104. On June 11, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's original notice to the LWDA was accompanied by the $75 filing fee. A true and correct copy of Plaintiff's first amended written notice to the LWDA; LULU'S FASHION LOUNGE, LLC doing business as LULUS; and LULU'S FASHION LOUNGE HOLDINGS, INC. dated June 11, 2025 is attached hereto as "**Exhibit 2**" and is incorporated into this First Amended Complaint by reference.

108. As of the respective filing dates of the initial complaint and this First Amended Complaint, over 65 days have passed since Plaintiff sent the LWDA Notice described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims. Defendants have not given notice that it has cured the alleged violations set forth in this Complaint. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) and (c) to recover civil penalties against all defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226.7, 510, 511, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

109. Labor Code section 558(a) provides that "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating

hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

110. Defendants, at all times relevant herein, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other non-party aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

111. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order(s), including:

a. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order(s) for Defendants' failure to provide Plaintiff and other Class Members with compliant rest breaks, as set forth above;

b. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class Members with at least minimum wages for all hours worked as set forth above;

c. Violations of Labor Code sections 510, 511, 1198, and the applicable IWC Wage Order(s) for Defendants' failure to compensate Plaintiff and other Class Members with overtime wages for all hours worked in excess of eight in one day or 40 in one week and double time for all hours worked in excess of 12 hours, as set forth above;

d. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order(s) for failure to provide accurate and complete wage statements to Plaintiff and other Class Members as set forth above;

e. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order(s) for failure to maintain payroll records. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order(s). Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order(s), employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants failed, on a companywide basis, to keep records of meal period start and stop times for Plaintiff and other non-party aggrieved employees in violation of section 1198. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." During the relevant time period, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party aggrieved employees showing the daily hours they actually worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked;

f. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as set forth above;

g. Violations of Labor Code section 204 for failure to pay all earned wages during employment as set forth above;

h. Plaintiff and other non-party aggrieved employees are therefore entitled to recover penalties, attorneys' fees, costs, and interest thereupon, pursuant to Labor Code section 2699(f)-(g); and

i. Any and all additional applicable civil penalties and sums as provided by the California Labor Code and/or other relevant statutes.

112. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and section 558,

Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other non-party aggrieved employees, and the State of California Against All Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 511, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

113. In addition, Plaintiff seeks and is entitled to sixty-five percent (65%) of all penalties obtained under California Labor Code section 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the California Labor Code, and thirty-five percent (35%) to all aggrieved employees.

114. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other applicable statute.

XIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated and also on behalf of the general public, respectfully requests that this Court find against all defendants as follows:

1. An order that this action may proceed and may be maintained as a class action;
2. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claims;
3. All unpaid overtime wages due to Plaintiff and each Class Member;
4. One hour of wages due to Plaintiff and each Class Member for each work period of more than four hours when they did not receive an uninterrupted 10-minute rest break;
5. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claim;
6. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits from the unlawful business practices of Defendants;
7. For waiting time penalties pursuant to Labor Code section 203;
8. For penalties pursuant to Labor Code sections 201, 202, 203, 204, 206, 210, 225.5, 226.7, 510, 511, 512, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, and 1198;
9. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business practices complained of herein;

10. For all civil penalties permitted by California's Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, based on all the alleged statutory violations set forth in this Complaint;

11. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;

12. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;

13. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and Code of Civil Procedure section 1021.5;

14. Accounting of Defendants' records for the liability period;

15. General, special, and consequential damages, to the extent allowed by law; and

16. All such other and further relief that the Court may deem just and proper.

Dated: August 15, 2025

ABRAMSON LABOR GROUP

By: Cheryl Kenner

Cheryl A. Kenner

Attorneys for Plaintiff KENNETH BUCK
and all others similarly situated and aggrieved

DEMAND FOR JURY TRIAL

Plaintiff KENNETH BUCK, on behalf of himself and all others similarly situated and aggrieved, hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: August 15, 2025

ABRAMSON LABOR GROUP

By: Cheryl Kenner
Cheryl A. Kenner

Attorneys for Plaintiff KENNETH BUCK
and all others similarly situated and aggrieved

EXHIBIT 1

ABRAMSON
LABOR GROUP

1700 W Burbank Blvd.
Burbank, California 91506
t | 213.493.6300
Cheryl.K@abramsonlabor.com
www.AbramsonLaborGroup.com

March 3, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Lulu's Fashion Lounge, LLC
Attn: Legal Department
2812 Hegan Lane
Chico, CA 95928

Lulu's Fashion Lounge, LLC
Attn: Legal Department
195 Humboldt Avenue
Chico, CA 95928

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE SECTION 2698, *ET SEQ.*

To: The California Labor and Workforce Development Agency; Lulu's Fashion Lounge, LLC doing business as Lulus

From: Kenneth Buck, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Kenneth Buck ("Mr. Buck") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Buck, "Claimants") who have been injured by Lulu's Fashion Lounge, LLC doing business as Lulus' ("Lulus") violations of the California Labor Code. Mr. Buck, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Lulus, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Lulus is an online clothing retailer operating in California that sells merchandise to customers throughout the United States. Lulus' services include order fulfillment, pack-and-ship, and handling returns.

Claimant Mr. Buck worked for Lulus as an hourly, nonexempt employee in the positions of Returns Specialist, Returns Go-Back, Studio Returns, and Quality Control at Lulus' warehouse distribution center in Chico, California, earning $20.00 per hour from approximately April 30, 2017 through approximately October 9, 2024. Mr. Buck, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in warehousing-related tasks like order fulfillment and returns processing for Lulus at its distribution center. As part of their employment with Lulus, Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to, attending staff meetings; opening returns to assess suitability for resale; satisfy quotas of returns-processed-per hour; fulfilling, packing, and shipping orders; and cleaning designated workstations.

Claimant Mr. Buck regularly worked 4-5 days per week for 10 hours or more hours per day. During the entire course of his employment, Lulus failed to provide Mr. Buck and continues to fail to provide those similarly aggrieved with some overtime pay and compliant rest breaks. Lulus has also failed to pay minimum wages to Mr. Buck and other hourly, nonexempt employees in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 7-2001. As a consequence, Lulus has failed to comply with Labor Code sections 226.7, and 510, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 7-2001. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Lulus has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Lulus has also failed to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Lulus has failed and continues to fail to provide timely, accurate wage statements to Mr. Buck and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Lulus, including Mr. Buck, Lulus has violated Labor Code section 203 by failing to pay all wages due upon separation. Mr. Buck is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Buck intends to bring an action against Lulus under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.[1]

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[1] Without limitation, Mr. Buck, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

> The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

Theories of Labor Code Violations and Remedies:

Claimant Mr. Buck was employed by Lulus from approximately April 30, 2017 through approximately October 9, 2024, holding the positions of Returns Specialist, Returns Go-Back, Studio Returns, and Quality Control. For a period of at least four (4) years prior to March 2025, but for our purposes here, one (1) year prior, Lulus has violated and continues to violate the California Labor Code sections as detailed below.

Claimants also were at all times entitled to payment of **minimum wages**. Lulus has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 7-2001. First, Defendant Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred before Claimants' recorded shifts, which were never accurately recorded. Claimants were required to perform compensable work pre-shift to get their workstations ready for their shifts and did so to Lulus' benefit. This was a regular occurrence prior to each shift, regardless of position/role. Claimants' off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. Second, Defendant enforces these practices, the effects of which Defendant could have mitigated by adjusting productivity expectations and/or by adding more staff to reduce the expected workload. However, Defendant instead chose to instruct Claimants to work prior to their scheduled shift times, uncompensated. Additionally, Lulus' failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant rest breaks also constitutes Lulus' failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. Lulus' failure to pay Claimants their rest break premiums for noncompliant rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 7-2001.

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, Lulus likewise failed to authorize and permit Mr. Buck and all other similarly aggrieved employees to take any full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 7-2001. This is because Lulus enforced an on-premises policy that required Claimants to remain on the premises during their rest breaks. As such, all of Claimants' rest breaks were noncompliant even if they were taken for a full 10 minutes on the premises. Still, Lulus did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 7-2001. Furthermore, since Lulus required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Lulus was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Mr. Buck and Claimants regularly worked overtime hours, some on the clock and some off the clock because of the security checks described earlier. Lulus has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Lulus failed to provide Mr. Buck and continues to fail to provide all others similarly situated with all overtime pay in violation of 226.7, and 510, and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 7-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Lulus, including Mr. Buck, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Buck, did not receive all wages owed upon separation for all hours worked based on Lulus' prior failings to pay all wages owed every pay period, including but not limited to all rest break premiums owed and for all hours worked, as explained above.

Pursuant to IWC Wage Order No. 7-2001, employers are required to keep accurate time records showing when employees begin and end each work period. During the relevant time period, Lulus had a company-wide policy and engaged in a companywide practice of failing to record actual hours worked, thereby failing to keep accurate records of work period start and stop times for Claimants, in violation of section 1198. More specifically, Mr. Buck and Claimants were not permitted to clock in any earlier than their scheduled shift times, even though Claimants performed a substantial amount of compensable work off the clock, especially pre-shit. Because Lulus failed to record the actual hours worked and, therefore, the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on Claimants' wage statements, Claimants have been prevented from verifying—solely from information on the wage statements themselves—that they were paid correctly and in full. Instead, Claimants have had to refer to other sources beyond their wage statements and reconstruct time records to determine whether in fact they were paid correctly and the extent to which they were underpaid, thereby causing them injury. Lulus' decision to fail to record this time was knowing and intentional because it was in the sole position to set forth and implement and enforce these companywide practices. Accordingly, Claimants are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)–(g).

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Lulus pursuant to Labor Code section 226. Because Lulus failed to pay Claimants all of their rest break premiums for noncompliant rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Lulus' uniform failure to pay minimum and overtime wages, failure to authorize and permit full-length, off-duty rest breaks or pay Claimants adequate premium compensation in lieu thereof, failure to keep accurate time records, failure to furnish timely and accurate wage statements, and failure to pay all wages owed upon separation, violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 1174, 1182.12, 1194, and 1197, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Buck, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Lulus for violations of

California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 1174(d), 1182.12, 1194, 1197, and 1197.1.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

Cheryl Kenner

Cheryl A. Kenner

EXHIBIT 2

ABRAMSON
LABOR GROUP

1700 W Burbank Blvd.
Burbank, California 91506
t | 213.493.6300
Cheryl.K@abramsonlabor.com
www.AbramsonLaborGroup.com

June 11, 2025

VIA ONLINE SUBMISSION

Stewart Knox, Secretary
California Labor & Workforce
Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

VIA CERTIFIED MAIL

Lulu's Fashion Lounge, LLC
Attn: Legal Department
2812 Hegan Lane
Chico, CA 95928

Lulu's Fashion Lounge, LLC
Attn: Legal Department
195 Humboldt Avenue
Chico, CA 95928

Lulu's Fashion Lounge Holdings, Inc.
Attn: Legal Department
195 Humboldt Avenue
Chico, CA 95928

VIA EMAIL ONLY

Emma Luevano
eyl@msk.com
Mitchell Silberberg & Knupp LLP
2049 Century Park East, 18th Floor
Los Angeles, CA 90067

FIRST AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE SECTION 2698, *ET SEQ.*

To: The California Labor and Workforce Development Agency; Lulu's Fashion Lounge, LLC doing business as Lulus; Lulu's Fashion Lounge Holdings, Inc.

From: Kenneth Buck, on behalf of himself and all other current and former hourly nonexempt employees for violations of the California Labor Code

To Whom It May Concern:

Abramson Labor Group has been retained by former employee Kenneth Buck ("Mr. Buck") to seek compensation and all other available relief, including civil penalties on his behalf and on the behalf of all those similarly aggrieved (collectively with Mr. Buck, "Claimants") who have been injured by Lulu's Fashion Lounge, LLC doing business as Lulus and Lulu's Fashion Lounge Holdings, Inc.'s (collectively, "Lulus") violations of the California Labor Code. This First Amended Notice serves to amend Mr. Buck's original PAGA Notice dated March 3, 2025 and assigned case number 1083672-25. Mr. Buck, on behalf of himself and all other similarly aggrieved current and former hourly nonexempt employees of Lulus, intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.* of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

Factual Statement:

Lulus is an online clothing retailer operating in California that sells merchandise to customers throughout the United States. Lulus' services include order fulfillment, pack-and-ship, and handling returns.

Claimant Mr. Buck worked for Lulus as an hourly, nonexempt employee in the positions of Returns Specialist, Returns Go-Back, Studio Returns, and Quality Control at Lulus' warehouse distribution center in Chico, California, earning $20.00 per hour from approximately April 30, 2017 through approximately October 9, 2024. Mr. Buck, on behalf of himself and all other similarly aggrieved current and former employees in California in various positions, are or were engaged in warehousing-related tasks like order fulfillment and returns processing for Lulus at its distribution center. As part of their employment with Lulus, Claimant and other hourly, nonexempt employees, collectively, "hourly nonexempt employees," are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to, attending staff meetings; opening returns to assess suitability for resale; satisfy quotas of returns-processed-per hour; fulfilling, packing, and shipping orders; and cleaning designated workstations.

Claimant Mr. Buck regularly worked 4-5 days per week for 10 hours or more hours per day pursuant to an Alternative Workweek Schedule ("AWS"). During the entire course of his employment, Lulus failed to provide Mr. Buck and continues to fail to provide those similarly aggrieved with some overtime pay under the 4-10 AWS and compliant rest breaks. Lulus has also failed to pay minimum wages to Mr. Buck and other hourly, nonexempt employees in violation of Labor Code sections 510, 511, 1194, 1197, and 1182.12, and section 4 of IWC Wage Order No. 7-2001. As a consequence, Lulus has failed to comply with Labor Code sections 226.7, and 510, and sections 3, 11, and 12 of all applicable Industrial Welfare Commission ("IWC") Wage Orders, including but not limited to, IWC Wage Order No. 7-2001. In violation of Labor Code sections 510, 511, 1194, 1197, and 1182.12, Lulus has failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Lulus has also failed to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Lulus has failed and continues to fail to provide timely, accurate wage statements to Mr. Buck and other aggrieved persons in violation of Labor Code section 226(a). With regard to those no longer employed by Lulus, including Mr. Buck, Lulus has violated Labor Code section 203 by failing to pay all wages due upon separation. Mr. Buck is informed and believes that such violations are ongoing, systematic, and continuous. Mr. Buck intends to bring an action against Lulus under the Private Attorneys General Act ("PAGA") to recover wages and penalties as provided by California law.[1]

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[1] Without limitation, Mr. Buck, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

> The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353,

Theories of Labor Code Violations and Remedies:

Claimant Mr. Buck was employed by Lulus from approximately April 30, 2017 through approximately October 9, 2024, holding the positions of Returns Specialist, Returns Go-Back, Studio Returns, and Quality Control. For a period of at least four (4) years prior to March 2025, but for our purposes here, one (1) year prior, Lulus has violated and continues to violate the California Labor Code sections as detailed below. During the PAGA liability period, Mr. Buck was part of a work unit that adopted an AWS, however, Mr. Buck was previously on a non-AWS or traditional schedule.

Claimants also were at all times entitled to payment of **minimum wages**. Lulus has failed and continues to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and section 4 of IWC Wage Order No. 7-2001. First, Defendant Claimants worked a substantial amount of time while off-the-clock—meaning they were not punched in for work—and therefore, those working hours were not recorded and then compensated. This off-the-clock time primarily occurred before Claimants' recorded shifts, which were never accurately recorded. Claimants were required to perform compensable work pre-shift to get their workstations ready for their shifts and did so to Lulus' benefit. This was a regular occurrence prior to each shift, regardless of position/role. Claimants' off-the-clock time was never subsequently added and, therefore, uncompensated. Accordingly, Claimants were not paid for that time spent working off the clock. Second, Defendant enforces these practices, the effects of which Defendant could have mitigated by adjusting productivity expectations and/or by adding more staff to reduce the expected workload. However, Defendant instead chose to instruct Claimants to work prior to their scheduled shift times, uncompensated. Additionally, Lulus' failure to provide premium pay at the correct regular rate, if any premiums were paid at all, in lieu of compliant rest breaks also constitutes Lulus' failure to pay minimum wages and all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 511, 1182.12, 1194, and 1197. Lulus' failure to pay Claimants their rest break premiums for noncompliant rest breaks, as explained in further detail below, also constitutes a failure to pay minimum wages to Claimants. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and section 20 of IWC Wage Order No. 7-2001.

Claimants were at all times entitled to take paid, off duty 10-minute **rest breaks**. However, Lulus likewise failed to authorize and permit Mr. Buck and all other similarly aggrieved employees to take any full-length, off-duty rest breaks as required by Labor Code sections 226.7 and section 12 of IWC Wage Order No. 7-2001. This is because Lulus enforced an on-premises policy that required Claimants to remain on the premises during their rest breaks. As such, all of Claimants' rest breaks were noncompliant even if they were taken for a full 10 minutes on the premises. Still, Lulus did not compensate Claimants with an extra hour of pay at the regular rate for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and section 20 of IWC Wage Order No. 7-2001. Furthermore, since Lulus required their hourly nonexempt employees to perform work during rest periods in violation of Labor Code section 226.7(b), Claimants seek all available penalties set forth in Labor Code sections 558 and 2699.

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and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

At all times relevant herein, Claimants were entitled to the payment of **overtime**. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Lulus was required to compensate Claimants not on an AWS at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. As for AWS Claimants, including Mr. Buck, pursuant to Labor Code sections 510, 511, 1194, 1197, and 1182.12, Lulus was required to compensate AWS Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over ten (10) hours per workday and for any work in excess of the regularly scheduled hours established by the AWS and for any work in excess of 40 hours per week but at two (2) times their regular rate for hours worked over twelve (12) per workday and for any hours in excess of eight (8) on the fifth, sixth, and seventh days of a workweek. Mr. Buck and Claimants regularly worked overtime hours, some on the clock and some off the clock because of the security checks described earlier. Lulus has failed to and continues to fail to pay Claimants overtime wages owed for off-the-clock time worked that should have been compensated as overtime, yet regularly required them to work these overtime hours without premium pay under Labor Code section 1194. In short, during the entire course of their employment, Lulus failed to provide Mr. Buck and continues to fail to provide all others similarly situated with all overtime pay in violation of sections 226.7, 510, 511, and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 7-2001, section 3.

Pursuant to Labor Code sections 201–203, Claimants who have since separated from Lulus, including Mr. Buck, were entitled to be paid all **wages owed upon separation** within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants, including Mr. Buck, did not receive all wages owed upon separation for all hours worked based on Lulus' prior failings to pay all wages owed every pay period, including but not limited to all rest break premiums owed and for all hours worked, as explained above.

Pursuant to IWC Wage Order No. 7-2001, employers are required to **keep accurate time records** showing when employees begin and end each work period. During the relevant time period, Lulus had a company-wide policy and engaged in a companywide practice of failing to record actual hours worked, thereby failing to keep accurate records of work period start and stop times for Claimants, in violation of section 1198. More specifically, Mr. Buck and Claimants were not permitted to clock in any earlier than their scheduled shift times, even though Claimants performed a substantial amount of compensable work off the clock, especially pre-shift. Because Lulus failed to record the actual hours worked and, therefore, the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on Claimants' wage statements, Claimants have been prevented from verifying—solely from information on the wage statements themselves—that they were paid correctly and in full. Instead, Claimants have had to refer to other sources beyond their wage statements and reconstruct time records to determine whether in fact they were paid correctly and the extent to which they were underpaid, thereby causing them injury. Lulus' decision to fail to record this time was knowing and intentional because it was in the sole position to set forth and implement and enforce these companywide practices. Accordingly, Claimants are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)–(g).

Claimants were at all times entitled to be provided timely and accurate **wage statements** from Lulus pursuant to Labor Code section 226. Because Lulus failed to pay Claimants all of their rest break premiums for noncompliant rest breaks and failed to pay Claimants minimum wages for all hours worked before, during, and after their shifts and for all overtime wages due, Claimants' wage statements were inaccurate in reflecting rest break premiums owed, overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of net and gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Lulus' uniform failure to pay minimum and overtime wages, failure to authorize and permit full-length, off-duty rest breaks or pay Claimants adequate premium compensation in lieu thereof, failure to keep accurate time records, failure to furnish timely and accurate wage statements, and failure to pay all wages owed upon separation, violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 511, 1174, 1182.12, 1194, and 1197, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Mr. Buck, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Lulus for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 511, 1174(d), 1182.12, 1194, 1197, and 1197.1.

Should you require any additional information, please feel free to contact me.

Sincerely,

ABRAMSON LABOR GROUP

Cheryl Kenner

Cheryl A. Kenner

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1700 West Burbank Boulevard, Burbank, California 91506.

On August 15, 2025, I served the foregoing document, described as **FIRST AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION COMPLAINT** on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Emma Luevano Nick Baltaxe Melanie Ocubillo (Staff) **MITCHELL SILBERBERG & KNUPP LLP** 2049 Century Park East, 18th Floor Los Angeles, CA 90067	eyl@msk.com ngb@msk.com mmo@msk.com *Attorneys for* LULU'S FASHION LOUNGE, LLC and LULU'S FASHION LOUNGE HOLDINGS, INC.

☐ **(BY MAIL)** I placed such envelope, with postage thereon prepaid, in the United States mail at Burbank, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Burbank, California, in the ordinary course of business. I am aware that, on motion of the party served, Service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the attorney at the offices of the addressee.

☐ **(BY FED EX)** I placed such envelope in a designated Federal Express pick-up box at Burbank, California.

☐ **(BY CASE ANYWHERE)** I caused such documents described herein to be uploaded electronically onto the website www.caseanywhere.com per a mutual agreement between the parties. I uploaded the above-entitled document(s) with the understanding that all parties will have access and be able to download said documents.

☒ **(BY ELECTRONIC MAIL)** I sent such document via electronic mail to the email(s) noted above.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed on August 15, 2025, at Burbank, California.

Cheryl A. Kenner

Cheryl A. Kenner