

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934

January 22, 2026  
Date of Report (Date of earliest event reported)

*Lulus*

**Lulu's Fashion Lounge Holdings, Inc.**  
(Exact name of Registrant as Specified in its Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-41059  
(Commission  
File Number)

20-8442468  
(IRS Employer  
Identification Number)

195 Humboldt Avenue  
Chico, California 95928  
(Address of Principal Executive Offices) (Zip Code)

(530) 343-3545  
(Registrant's Telephone Number, Including Area Code)

N/A  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.001 per share	LVLU	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

**Extension of Fractional Chief Financial Officer’s Term**

On January 22, 2026, Lulu's Fashion Lounge Holdings, Inc. (the “Company”) entered into Amendment No. 1 to Consulting Project Details No. 2 under the Master Consulting Services Agreement between the Company and Business Talent Group, LLC (“BTG”) for an extension of Heidi Crane’s term as its fractional Chief Financial Officer (collectively, the “Amendment”).

Ms. Crane has been, and will remain, employed by BTG and will provide her services pursuant to the Amendment. The Amendment will extend the term of Ms. Crane’s engagement from January 23, 2026 until the conclusion of Milestone 2 (which is expected to conclude on or about February 23, 2026 and may be extended upon mutual agreement by the Company and BTG). The Company will pay BTG \$63,000 for the services rendered by Ms. Crane for Milestone 2.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of such agreement, which is filed as Exhibit 10.1 hereto and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

The following exhibits are filed herewith:

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
10.1	<a href="#"><u>Amendment No. 1 to Consulting Project Details No. 2 to the Master Consulting Services Agreement, dated January 22, 2026, between Lulu’s Fashion Lounge, LLC and Business Talent Group, LLC.</u></a>
104	Cover Page Interactive Data File (formatted as inline XBRL).

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**Lulu's Fashion Lounge Holdings, Inc.**

Date: January 22, 2026

By: */s/ Crystal Landsem*

Crystal Landsem

Chief Executive Officer

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**Amendment #1 to Consulting Project Details #2**

This Amendment #1 (“Amendment”) to the Consulting Project Details #2, fully executed on October 11, 2025, between Lulu’s Fashion Lounge, LLC (“Client”) and Business Talent Group, LLC (“BTG”) is entered into as of January 22, 2026 (“Amendment Effective Date”).

WHEREAS, Client and BTG entered into a Consulting Project Details #2, fully executed on October 11, 2025 (the “CPD”) wherein BTG agreed to provide professional services to Client;

WHEREAS, Client and BTG wish to revise the terms of the CPD to account for changes in the Project Description, Project Timeline, and Fees;

NOW, THEREFORE, in consideration of the promises and mutual obligations set forth herein, Client and BTG agree to amend the CPD as follows:

1. In the section titled “**Project Description**”, a paragraph should be added at the end of the section with the following:

Milestone 2 shall be completed in approximately 22 working days and will be delivered on or about February 23, 2026. During Milestone 2, Consultant shall be designated as Client’s and its affiliates’ (including its public company entity, Lulu’s Fashion Lounge Holdings, Inc.) “fractional Chief Financial Officer.” Key activities and deliverables of Milestone 2 include:

- Final completion, wrap-up, and delivery of activities outlined in Milestone 1.

2. In the section titled “**Project Description**”, the third paragraph should be deleted in its entirety and replaced with the following:

Consultant is responsible for completing the Project deliverables and services above. Consultant’s role is limited to providing consulting advice and Project recommendations based on Client’s stated goals and scope of services. Consultant is an independent professional and not an employee of Client. During Milestone 1 and Milestone 2, Consultant shall be designated as Client’s and its affiliates’ (including its public company entity, Lulu’s Fashion Lounge Holdings, Inc.) “fractional Chief Financial Officer.” All decisions regarding the implementation, use, or reliance upon Consultant’s advice, deliverables, or recommendations shall be made solely by Client, and Client retains full responsibility and liability for such decisions. Client is under no obligation to follow any advice or recommendations provided by Consultant.

3. In the section titled “**Project Timeline**”, the entire section shall be deleted and replaced with the following:

It is expected that this Project will begin on October 13, 2025, and last until February 23, 2026. Milestone 1 will begin on October 13, 2025, and last until January 22, 2026. Milestone 2 will begin on January 23, 2026, and will last until February 23, 2026. The Project may be extended as mutually agreed with Client.

Consultant and Client will mutually agree on Project logistics (schedules, travel itineraries, locations, general project logistics), taking into account Client’s and Consultant’s schedules, policies, and practices.

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In accordance with MSA terms between Lulu's Fashion Lounge, LLC, and Business Talent Group, LLC, Client may terminate a Consultant's services at any time.

4. In the section titled "**Fees**", the entire section shall be deleted and replaced with the following:  
Client shall pay to BTG \$170,000 for the Milestone 1 described above, and \$63,000 for the Milestone 2 described above.

Client shall reimburse BTG for Consultant's reasonable out-of-pocket expenses in accordance with Client's travel policy upon submittal of proper documentation.

BTG will invoice Client: i. for \$85,000 on or about January 5, 2026, ii. for \$85,000 after Milestone 1 conclusion on or about January 22, 2026, and iii. \$63,000 after Milestone 2 conclusion on or about February 23, 2026. Client shall pay all invoices within thirty (30) days of invoice date.

If Client hires Consultant Heidi Crane as an employee, prior to the conclusion of Milestone 2, Milestone 2 fees should be prorated to reflect the actual time worked.

5. In the section titled "**Additional Terms**", the entire section shall be deleted and replaced with the following:

Notwithstanding anything to the contrary in Section 3.b. of the Agreement:

- i. If Client hires Consultant Heidi Crane as an employee, Client shall pay BTG an employee hire fee equal to: (thirty percent (30%) of the total target first-year cash compensation offered by Client to Consultant) minus (**BTG Project Net Revenue** actually paid to BTG by Client at the time of such hiring).
  - ii. "**BTG Project Net Revenue**" means: (fees paid by Client for this Project) minus (fees which BTG has paid or is obligated to pay to Consultant for this Project).
  - iii. Client may hire Consultant Heidi Crane as an employee prior to the conclusion of Milestone 2. In such a case, prorated Milestone 2 fees actually paid to BTG by Client will be included in the calculation of "**BTG Project Net Revenue**".
  - iv. For the avoidance of doubt, the terms of Section 3.b. of the Agreement shall continue to apply without the modification above for any other Consultant.
6. All other terms and conditions that are not herein amended will remain in full force and effect.

[signature page follows]

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IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the Amendment Effective Date above.

**Lulu's Fashion Lounge, LLC**

**Business Talent Group, LLC**

BY:  /s/ Crystal Landsem

BY:  /s/ Amber Marrow-Jones

NAME:  Crystal Landsem

NAME:  Amber Marrow-Jones

TITLE:  Chief Executive Officer

TITLE:  Sr. Contracts Manager

DATE:  1/22/26

DATE:  1/22/26

