

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Webb v. Rejoice Delivers LLC

No. 22-cv-07221-BLF (N.D. Cal. Aug. 7, 2025) · No. 22-cv-07221-BLF · Decided August 7, 2025

SUMMARY

The United States District Court for the Northern District of California partially grants and partially denies defendants’ Rule 12(b)(6) motion to dismiss Ian Webb’s fourth amended complaint alleging California wage-and-hour violations. The court dismisses all claims against Amazon Logistics, Inc. and Amazon.com Services, LLC for insufficiently differentiated joint-employer allegations, permits portions of the overtime and minimum-wage claims against Rejoice Delivers LLC to proceed, and dismisses the expense-reimbursement claim without leave to amend. The court also dismisses the class allegations with leave to amend to narrow the proposed class to qualifying delivery drivers.

OPINION

Webb v. Rejoice Delivers LLC

PER CURIAM.

1 2 3

4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 SAN JOSE DIVISION

7 8 IAN WEBB, individually and on behalf of Case No. 22-cv-07221-BLF other members of the
9 general public 9 similarly situated,

ORDER GRANTING IN PART AND

10 Plaintiff, DENYING IN PART DEFENDANTS’

MOTION TO DISMISS PLAINTIFF’S

11 v. FOURTH AMENDED COMPLAINT,

WITH LEAVE TO AMEND IN PART

12 REJOICE DELIVERS LLC, a California AND WITHOUT LEAVE TO AMEND limited
liability company; AMAZON IN PART 13 LOGISTICS, INC., a Delaware Corporation; and
AMAZON.COM SERVICES, LLC, a [Re: ECF 152, 153] 14 Delaware limited liability company,
15 Defendants. 16 17 18 19 20 Plaintiff Ian Webb (“Webb”) was employed as a delivery driver for
Defendant Rejoice 21 Delivers LLC (“Rejoice”), which dispatched him to warehouses operated
by Defendants Amazon 22 Logistics, Inc. (“Amazon Logistics”) and Amazon.com Services, LLC
(“Amazon.com”) to pick up 23 and deliver packages. See Fourth Am’d Compl. (“4AC”) ¶ 13,
ECF 147. Webb claims that he 24 was required to work through his meal and rest breaks, and was

not paid for that work or for 25 overtime when he worked more than eight hours a day. See *id.* ¶¶ 33-35. He brings this putative 26 class action for violations of California’s wage and hour laws against Rejoice, and also against 27 Amazon Logistics and Amazon.com under theory that the Amazon entities jointly employed him 1 Before the Court is a motion to dismiss Webb’s fourth amended complaint under Federal 2 Rule of Civil Procedure 12(b)(6), brought by Amazon Logistics and Amazon.com and joined by 3 Rejoice. See Mot., ECF 152; Joinder, ECF 153. Oral argument was heard on July 17, 2025. See 4 Minute Entry, ECF 160. The motion is GRANTED WITH LEAVE TO AMEND IN PART AND 5 WITHOUT LEAVE TO AMEND IN PART.

6 I. BACKGROUND

7 Rejoice had an arrangement with Amazon Logistics and Amazon.com under which Rejoice 8 would hire delivery drivers and dispatch them to perform work for Amazon Logistics and 9 Amazon.com. See 4AC ¶ 22. Webb worked for Rejoice as a delivery driver for one month, 10 during which his “job duties included loading up an Amazon van with packages, driving the van 11 around to deliver the packages, and pre- and post-trip inspections.” See *id.* ¶ 5. He alleges that 12 during that period, Amazon Logistics and Amazon.com jointly employed him along with Rejoice. 13 See *id.* ¶ 9. 14 Rejoice issued Webb’s paystubs and wage statements, set Webb’s work schedule, and 15 dispatched Webb to Amazon warehouses to pick up packages for delivery. See 4AC ¶¶ 13, 26. 16 Amazon Logistics and Amazon.com could make recommendations to Rejoice regarding a driver’s 17 performance, but Rejoice had the authority to terminate its drivers. See *id.* ¶¶ 14, 25. 18 Amazon Logistics and Amazon.com provided, and requested that Webb and other drivers 19 use, uniforms and vans marked with the Amazon logo. See 4AC ¶ 27. Amazon Logistics and 20 Amazon.com maintained records of Webb’s time via the “Amazon Flex app,” which appears to be 21 an app used by drivers to access assignments and delivery routes. See *id.* ¶¶ 13, 23. Amazon 22 Logistics and Amazon.com scheduled drivers’ meal breaks through the Amazon Flex app, and 23 locked drivers out of the app during their scheduled meal periods. See *id.* ¶¶ 13, 23. Amazon 24 Logistics and Amazon.com set a minimum number of packages that Webb and other drivers 25 needed to deliver each day, which Webb refers to as a “quota.” See *id.* ¶¶ 13, 26. 26 27 1 Webb alleges that he was employed “from approximately November 2020 to January 2021,” 1 Webb alleges that he would be reprimanded and written up by “Defendants” if he returned 2 to the warehouse at the end of a workday with packages in the van. See 4AC ¶ 71. For that 3 reason, Webb often worked through his meal and rest breaks even when prompted to take them by 4 the Amazon Flex app, and knowing he was clocked-out during those break periods. See *id.* Webb 5 claims that when he and other drivers tried to take meal and rest breaks, “dispatch” called to ask 6 why their vans were stopped. *Id.* ¶ 80. Webb does not allege whether the “dispatch” employees 7 who made those calls worked for Rejoice, Amazon Logistics, or Amazon.com. See *id.* 8 Webb sues Rejoice, Amazon Logistics, and Amazon.com for state law wage and hour 9 violations on behalf of himself and a putative class. In earlier versions of his pleading, Webb 10 sought to represent a class of all hourly-paid, non-exempt employees who performed services for

11 Amazon Logistics and/or Amazon.com and were paid by any contracted delivery service
provider 12 in California. See Second Am'd Compl. ¶ 15, ECF 105. In prior orders, the Court
found the class 13 definition to be overbroad. In the operative fourth amended complaint ("4AC"),
Webb has limited 14 the proposed class to: 15 All hourly-paid, non-exempt employees of
Defendant Rejoice Delivers LLC, within the State of California at any time during the period from
August 9, 2018 16 to final judgment, who Plaintiff alleges were jointly employed by Defendants
Amazon Logistics, Inc. and Amazon.com Services, LLC 17 18 4AC ¶ 16. As discussed below, the
class definition is still quite broad, as it does not limit the 19 putative class to delivery drivers.

20 The 4AC asserts the following claims against Rejoice, Amazon Logistics, and
21 Amazon.com on behalf of Webb and the putative class: (1) failure to pay overtime wages under
22 California Labor Code §§ 510 and 1198; (2) failure to provide meal periods under California
23 Labor Code § 226.7; (3) failure to provide rest periods under California Labor Code § 226.7;
24 (4) failure to pay minimum wages under California Labor Code §§ 1194 and 1197; (5) waiting
25 time penalties under California Labor Code 203; (6) wage statement violations under
California 26 Labor Code § 226; and (7) failure to reimburse expenses under California Labor
Code § 2802. 27 Amazon Logistics and Amazon.com, joined by Rejoice, move to dismiss all
claims and the

1 II. LEGAL STANDARD

2 Dismissal of a complaint is appropriate under Federal Rule of Civil Procedure 12(b)(6) "if 3 the
complaint fails to state a cognizable legal theory or fails to provide sufficient facts to support a 4
claim." *Sinclair v. City of Seattle*, 61 F.4th 674, 678 (9th Cir. 2023). When considering a Rule 5
12(b)(6) motion, a court must "take all allegations of fact as true and construe them in the light 6
most favorable to the nonmoving party." *Id.* While a complaint need not contain detailed factual 7
allegations, it "must contain sufficient factual matter, accepted as true, to 'state a claim to relief 8
that is plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp.*
9 *v. Twombly*, 550 U.S. 544, 570 (2007)). 10 "Generally, compliance with Rule 23 is not to be
tested by a motion to dismiss for failure 11 to state a claim." *Mish v. TForce Freight, Inc.*, No. 21-
CV-04094-EMC, 2021 WL 4592124, at *8 12 (N.D. Cal. Oct. 6, 2021) (internal quotation marks
and citation omitted). However, "district courts 13 do dismiss class allegations on a 12(b)(6)
motion, applying the *Twombly/Iqbal* standard, where the 14 complaint lacks any factual
allegations and reasonable inferences that establish the plausibility of 15 class allegations." *Id.*

16 III. DISCUSSION

17 Amazon Logistics and Amazon.com, joined by Rejoice, move to dismiss all claims of the 18
4AC, arguing that: (1) Webb has failed to allege facts sufficient to make out a plausible claim of
19 joint employer liability against Amazon Logistics and Amazon.com; (2) Claim 1 for failure to
pay 20 overtime wages under California Labor Code §§ 510 and 1198, and Claim 4 for failure to
pay 21 minimum wages under California Labor Code §§ 1194 and 1197, are not adequately pled;
22 (3) Claims 2 and 3 for failure to provide meal and rest periods under California Labor Code §

23 226.7 are not adequately pled; (4) Claim 5 for waiting time penalties under California Labor Code 24 203 falls with the other claims; (5) Claim 6 for wage statement violations under California Labor 25 Code § 226 falls with the other claims; and (6) Claim 7 for failure to reimburse business expenses 26 under California Labor Code § 2802 is not adequately pled. Amazon Logistics and Amazon.com 27 also argue that Webb has failed to plausibly allege facts showing that Rule 23 requirements can be 1 In opposition, Webb argues that he has alleged facts sufficient to support his theory of joint 2 employer liability against Amazon Logistics and Amazon.com, Claims 1-7 are adequately pled, 3 and the pleading adequately alleges the putative class. 4 A. Allegations that Amazon Logistics and Amazon.com were Joint Employers 5 Amazon Logistics and Amazon.com argue that Webb has not alleged facts showing that 6 either of them was his joint employer. Webb argues that he has alleged sufficient facts. 7 Under California law, the definition of employment is governed by the California 8 Industrial Welfare Commission's ("IWC"). See *Martinez v. Combs*, 49 Cal. 4th 35, 64 (2010). 9 The IWC provides three alternative definitions of "to employ": "(a) to exercise control over the 10 wages, hours or working conditions, or (b) to suffer or permit to work, or (c) to engage, thereby 11 creating a common law employment relationship." *Id.* 12 Most allegations of the 4AC are directed to "Defendants" without distinguishing between 13 Rejoice, Amazon Logistics, and Amazon.com. See, e.g., 4AC ¶ 28 ("Defendants had the authority 14 to supervise Plaintiff and the other class members' daily employment activities. . . ."); ¶ 29 15 ("Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the 16 other class members' employment for them to be joint employers of Plaintiff and the other class 17 members."). Allegations regarding conduct by "Defendants" collectively are not sufficient to 18 show the necessary control by Amazon Logistics and Amazon.com. See *Terrell v. Samuel, Son & 19 Co. (USA)*, No. EDCV 20-587 JGB (KKx), 2020 WL 5372107, at *3 (C.D. Cal. Apr. 23, 2020) 20 ("Here, Plaintiff cannot establish how or why each Defendant was a joint employer because 21 Plaintiff's allegations against Defendants are entirely undifferentiated."). 22 To the extent Webb attributes specific actions to particular defendants, it appears that 23 Rejoice, not Amazon Logistics or Amazon.com, exercised control over Webb's wages, hours and 24 working conditions. Rejoice had an arrangement with Amazon Logistics and Amazon.com under 25 which drivers hired by Rejoice would be dispatched to, and provide services for, Amazon 26 Logistics and Amazon.com. See 4AC ¶ 22. Rejoice issued Webb's paystubs and wage 27 statements, set Webb's work schedule, and dispatched Webb to Amazon warehouses to pick up 1 Webb attributes very few actions specifically to Amazon Logistics and Amazon.com. And 2 even when he does, he fails to distinguish between the two. Allegations that lump multiple 3 defendants together are inadequate – Webb must allege facts showing that each Defendant had 4 sufficient control over Webb's wages, hours and working conditions to be a joint employer. See 5 *Terrell*, 2020 WL 5372107, at *3. In its order dismissing the third amended complaint, the Court 6 expressly directed Webb to cure this defect. See Order at 5, ECF 146. 7 Webb's only substantive allegations against Amazon Logistics and Amazon.com are

as 8 follows: “Defendants AMAZON LOGISTICS, INC. and AMAZON.COM SERVICES, LLC
9 provided and requested Plaintiff and the other class members with uniforms to wear and vans to
10 drive containing the Amazon logo,” 4AC ¶ 27; “Defendants AMAZON LOGISTICS, INC. and
11 AMAZON.COM SERVICES, LLC maintained records of Plaintiff and the other class
members’ 12 time via the Amazon Flex app, and scheduled Plaintiff and the other class members’
lunch breaks 13 via the Amazon Flex app, which locked Plaintiff and the other class members out
during meal 14 periods,” id. ¶ 23; and “Defendants AMAZON LOGISTICS, INC. and
AMAZON.COM 15 SERVICES, LLC set[] Plaintiff and the other class members’ delivery routes
and implement[ed] 16 quotas of a certain number of packages needing to be delivered per day,” id.
¶ 26. 17 The gist of Webb’s allegations is that when Amazon Logistics and Amazon.com used 18
drivers employed by Rejoice, Amazon Logistics and Amazon.com required the drivers to wear an
19 Amazon uniform and drive an Amazon van, use the Amazon Flex app, and deliver a certain 20
number of packages per day. In the Court’s view, that conduct does not show control over 21
Webb’s wages, hours and working conditions. Moreover, even if the conduct itself were adequate,
22 Webb’s allegations are insufficient here because he fails to distinguish between two different
23 defendants, Amazon Logistics and Amazon.com. “[A] lack of differentiation in the allegations
24 against multiple defendants is typically cause for dismissal in any context, let alone the joint 25
employer context.” Terrell, 2020 WL 5372107, at *3. 26 Accordingly, the motion to dismiss is
GRANTED as to all claims against Amazon 27 Logistics and Amazon.com on the ground that
Webb has failed to allege facts to support his claim 1 The Court next will consider the adequacy of
Webb’s claims against Rejoice. 2 (B) Claims 1 and 4 – Failure to Pay Overtime Wages and
Minimum Wages 3 Rejoice moves to dismiss Claim 1 for failure to pay overtime wages, and
Claim 4 for 4 failure to pay minimum wages, for failure to allege sufficient facts. Webb argues
that the claims 5 are adequately pled. 6 1. Claim 1 – Overtime Wages 7 “[I]n order to survive a
motion to dismiss, a plaintiff asserting a claim to overtime 8 payments must allege that she
worked more than forty hours in a given workweek without being 9 compensated for the overtime
hours worked during that workweek.” Landers v. Quality 10 Commc’ns, Inc., 771 F.3d 638, 644-
45 (9th Cir. 2014), as amended (Jan. 26, 2015). “[T]he 11 pleading of detailed facts is not
required,” but the plaintiff must plead “facts that will permit the 12 court to find plausibility” with
respect to the overtime claim. See id. at 645. 13 Webb alleges that he worked as a non-exempt
delivery driver for Rejoice for a short 14 period, “from approximately November 2020 to January
2021.” 4AC ¶ 5. As noted above, 15 Rejoice’s counsel clarified at the motion hearing that Webb
was employed for only four weeks, 16 and Webb’s counsel did not dispute that assertion. Webb
alleges that while employed by Rejoice, 17 he “worked in excess of eight (8) hours in a day,
and/or in excess of forty (40) hours in a week.” 18 Id. ¶ 58. He also alleges that he was not paid
overtime wages. See id. ¶ 59. Those facts were not 19 contained in the last iteration of Webb’s
pleading, which contained no details whatsoever 20 regarding Webb’s position at Rejoice or the
dates he worked there. See Third Am’d Compl. 21 (erroneously titled Second Am’d Compl.), ECF

119. 22 While these new allegations are quite sparse, the Court finds that they are sufficient to put
23 Rejoice on notice that Webb claims to have worked overtime hours during at least one of the
four 24 weeks in which he was employed by Rejoice. The Ninth Circuit has held that similarly
sparse 25 allegations are sufficient to satisfy the Landers pleading requirements at the motion to
dismiss 26 stage. See, e.g., *Boon v. Canon Bus. Sols., Inc.*, 592 F. App'x 631, 632 (9th Cir. 2015)
(finding 27 Landers standard met where plaintiff “identified tasks for which he was not paid and
alleged that 1 actually worked more than eight hours a day or forty hours a week during his brief
period of 2 employment is a factual question for another day. 3 Webb bases his overtime claim in
part on an allegation that Rejoice “failed to include non- 4 discretionary bonuses, incentives and
shift differentials” in his regular rate of pay for purposes of 5 overtime compensation. 4AC ¶ 59.
The assertion that Webb was eligible for discretionary 6 bonuses, incentives and shift differentials
is entirely implausible given the short period of time he 7 worked at Rejoice. Accordingly, the
motion to dismiss will be granted as to Claim 1 to the extent 8 it is based on the allegation that
Rejoice failed to include non-discretionary bonuses, incentives 9 and shift differentials when
calculating overtime compensation. 10 The motion to dismiss is GRANTED IN PART AND
DENIED IN PART as to Claim 1 for 11 failure to pay overtime wages, as set forth above. 12 2.
Minimum Wages 13 Under California Labor Code § 1194, “any employee receiving less than the
legal 14 minimum wage or the legal overtime compensation applicable to the employee is entitled
to 15 recover in a civil action the unpaid balance of the full amount of this minimum wage or
overtime 16 compensation, including interest thereon, reasonable attorney’s fees, and costs of
suit.” Cal. Lab. 17 Code § 1194(a). Webb alleges that he was required to work when he was
clocked out during meal 18 periods in order to deliver all packages he was given for the day, and
that he was not paid for that 19 time. See 4AC ¶ 86. 20 Rejoice contends that those allegations are
insufficient to state a claim, because Webb’s 21 allegations make clear that meal and rest breaks
were made available to him, and he chose to work 22 through them. Rejoice points to cases
holding that, under California law, it is irrelevant whether a 23 plaintiff worked through meal or
rest periods if they were made available. See *Bush v. Vaco Tech. 24 Servs., LLC*, No. 17-CV-
05605-BLF, 2018 WL 2047807, at *5 (N.D. Cal. May 2, 2018). “[T]he 25 employer is not
obligated to police meal breaks and ensure no work thereafter is performed.” 26 *Brinker Rest.*
Corp. v. Superior Ct., 53 Cal. 4th 1004, 1040 (2012). “Bona fide relief from duty 27 and the
relinquishing of control satisfies the employer’s obligations[.]” *Id.* at 1040-41. 1 of meal breaks is
sufficient to comply with state law, “courts have held that if an employer makes 2 it difficult for
employees to take a break or undermines a formal policy of providing meal and rest 3 periods,
there are sufficient grounds to find a violation of the California Labor Code.” *Varsam v. 4 Lab’y*
Corp. of Am., 120 F. Supp. 3d 1173, 1178 (S.D. Cal. 2015). Webb alleges that he was 5 assigned a
greater number of packages each day than could be delivered without working through 6 his meal
breaks. See 4AC ¶ 80 (“It effectively was not possible for Plaintiff and the other class 7 members
to complete the deliveries within a workday if they took their rest breaks.”). He also 8 alleges that

if he did take a meal break, he would receive a call from dispatch asking why his van 9 was stopped. See *id.* The Court finds that those allegations are adequate to state a claim for 10 failure to pay minimum wages for work done while Webb was clocked out for meal periods. 11 Webb bases his minimum wage claim in part on the allegation that Rejoice “failed to 12 include non-discretionary bonuses, incentives and shift differentials” in his regular rate of pay for 13 purposes of compensating paid sick leave. 4AC ¶ 86. As noted above in the discussion of Webb’s 14 overtime claim, the assertion that he was eligible for discretionary bonuses, incentives and shift 15 differentials is entirely implausible given the short period of time he worked at Rejoice. 16 Accordingly, the motion to dismiss will be granted as to Claim 4 to the extent it is based on the 17 allegation that Rejoice failed to include non-discretionary bonuses, incentives and shift 18 differentials when calculating paid sick leave. 19 The motion to dismiss is GRANTED IN PART AND DENIED IN PART as to Claim 4 20 for failure to pay minimum wages is, as set forth above.

21 (C) Claims 2 and 3 – Failure to Provide Meal and Rest Periods 22 Rejoice moves to dismiss Claim 2 for failure to provide meal breaks, and Claim 3 for 23 failure to provide rest breaks, for failure to allege sufficient facts. Webb argues that the claims are 24 adequately pled. 25 “[E]mployers who unlawfully denied their employees a meal or rest period on any given 26 day must pay the employees an additional hour of pay at their regular rate.” *Naranjo v. Spectrum 27 Sec. Servs., Inc.*, 13 Cal. 5th 93, 105 (2022) (internal quotation marks and citations omitted). 1 periods. See 4AC ¶¶ 71, 80. It appears from the face of the pleading that there was a formal 2 policy of requiring drivers to take breaks – they were locked out of the Amazon Flex app during 3 their scheduled meal periods. See *id.* ¶¶ 13, 23. However, Webb was required to fulfill “strict 4 quotas” with regard to the number of packages delivered per hour and by the end of the workday, 5 and would be reprimanded and written up if he failed to meet those quotas. *Id.* ¶¶ 71, 80. Webb 6 alleges that “[i]t effectively was not possible for Plaintiff and the other class members to complete 7 the deliveries within a workday if they took their rest breaks.” *Id.* “Because of the quotas, 8 Plaintiff and the other class members missed nearly all of their rest breaks because they had to 9 prioritize meeting their delivery goals and did not want to be reprimanded.” *Id.* “[I]f an employer 10 makes it difficult for employees to take a break or undermines a formal policy of providing meal 11 and rest periods there are grounds to find a violation of the California Labor Code.” *Varsam*, 120 12 F. Supp. 3d at 1179. The Court finds these allegations to be sufficient to state claims for failure to 13 provide meal and rest breaks. 14 The motion to dismiss is DENIED as to Claims 2 and 3 for failure to provide meal and rest 15 breaks. 16 (D) Claims 5 and 6 –Waiting Time Penalties and Wage Statements 17 Rejoice moves to dismiss Claim 5 for failure to pay waiting time penalties, and Claim 6 for 18 failure to provide accurate wage statements, for failure to allege sufficient facts. Webb argues that 19 the claims are adequately pled. 20 California Labor Code § 203 provides that when an employer fails to pay all compensation 21 due at the termination of employment, “the wages of the employee shall continue as a penalty 22 from the due date thereof at the same rate until paid or until an action therefor is commenced; but 23 the

wages shall not continue for more than 30 days.” Cal. Lab. Code § 203(a). California Labor Code § 226 requires employers to provide employees with accurate itemized statements in writing showing, among other things, their gross and net wages earned, total hours worked, all deductions, the dates included in the pay period, and the identifying information of the employee and employer, and “all applicable hourly rates in effect during the pay period and the corresponding 1 Webb alleges that Rejoice failed to pay all wages due upon termination of his employment, 2 and failed to provide accurate wage statements reflecting all hours and overtime hours worked.

3 See 4AC ¶¶ 91-94, 97-100. He seeks to recover statutory waiting time penalties and damages.

4 Rejoice argues that these claims are derivative of Webb’s claims for failure to pay overtime and 5 minimum wages and therefore fall with those claims. The Court agrees that the claims for waiting 6 time penalties and failure to provide accurate wage statements are derivative of Webb’s claims for 7 failure to pay overtime and minimum wages. However, because the latter claims survive, so too 8 do the derivative claims. 9 The motion to dismiss is DENIED as to Claims 5 for failure to pay waiting time penalties 10 and Claim 6 for failure to provide accurate wage statements. 11 (E) Claim 7 – Failure to Reimburse Business Expenses 12 Rejoice moves to dismiss Claim 7 for failure to reimburse business expenses. Webb 13 argues that this claim is adequately pled. 14 California Labor Code § 2802 provides in relevant part that “[a]n employer shall 15 indemnify his or her employee for all necessary expenditures or losses incurred by the employee 16 in direct consequence of the discharge of his or her duties[.]” Cal. Lab. Code § 2802(a). To state 17 a claim for failure to reimburse business expenses, a plaintiff must allege a “specific instance in 18 which he was not reimbursed for expenses that were within his job duties.” Ramirez v. HV Glob. 19 Mgmt. Corp., No. 21-CV-09955-BLF, 2022 WL 2132916, at *5 (N.D. Cal. June 14, 2022) 20 (citation omitted). Further, the allegations must support an inference that the employer “either 21 know[s] or ha[s] reason to know that the employee incurred an expense.” Stuart v. RadioShack 22 Corp., 641 F. Supp. 2d 901, 904 (N.D. Cal. 2009). 23 Webb alleges that “Plaintiff and the other class members incurred business-related costs 24 for use of their personal cell phones during their employment with Defendants, which Defendants 25 were aware of and failed to reimburse.” 4AC ¶ 104. He also alleges that “Plaintiff and the other 26 class members had to use their personal cell phones for GPS purposes when their GPS and 27 applications were down in order to know how to get to the addresses on the packages in order to 1 As Rejoice points out, these general allegations do not provide facts regarding a specific 2 instance when Webb actually incurred cell phone charges and was not reimbursed by Rejoice. 3 The claim is inadequate for that reason. 4 The motion to dismiss is GRANTED as to Claim 7 for failure to reimburse business 5 expenses. 6 (F) Class Allegations 7 Rejoice moves to dismiss Webb’s class allegations on the ground that he has not plausibly 8 alleged any common unlawful policy that applies across the putative class. Webb asserts that his 9 class allegations are adequate. 10 The Court agrees that Webb has not alleged any common policy that would apply across 11 the

putative class as currently defined. As noted above, the 4AC defines the putative class as: 12 All hourly-paid, non-exempt employees of Defendant Rejoice Delivers LLC, within the State of California at any time during the period from August 9, 2018 13 to final judgment, who Plaintiff alleges were jointly employed by Defendants Amazon Logistics, Inc. and Amazon.com Services, LLC 14 15 4AC ¶ 16. This definition does not limit the class to Rejoice delivery drivers, but encompasses all 16 hourly-paid, non-exempt Rejoice employees. Webb has not alleged facts showing that employees 17 other than delivery drivers were denied meal and rest breaks or subjected to the same wage and 18 hour violations alleged with respect to delivery drivers. 19 Other district courts in this circuit have dismissed class allegations where the named 20 plaintiff failed to allege that putative class members were subject to the same policies or had 21 sufficiently similar work experiences. See, e.g., *Johnson v. Air Prods. & Chemicals, Inc.*, No. 22 2:22-CV-07327-JLS-PD, 2023 WL 2663279, at *5 (C.D. Cal. Jan. 26, 2023) (granting motion to 23 dismiss where plaintiff alleged facts supporting a class limited to drivers, but not a class of all 24 hourly, non-exempt employees at the company); *Mish*, 2021 WL 4592124, at *9 (dismissing class 25 allegations that included all non-exempt employees). This Court likewise will dismiss Webb's 26 class allegations, with leave to amend so that he may narrow the putative class to Rejoice delivery 27 drivers who were dispatched to provide services for Amazon Logistics, Inc. and Amazon.com 1 The motion to dismiss is GRANTED as to the class allegations. 2 (G) Leave to Amend 3 A district court ordinarily must grant leave to amend unless one or more of the following 4 "Foman factors" is present: (1) undue delay, (2) bad faith or dilatory motive, (3) repeated failure 5 to cure deficiencies by amendment, (4) undue prejudice to the opposing party, or (5) futility of 6 amendment. See *Eminence Capital, LLC v. Aspeon, Inc.*, 316 F.3d 1048, 1052 (9th Cir. 2003) 7 (citing *Foman v. Davis*, 371 U.S. 178, 182 (1962)). "[I]t is the consideration of prejudice to the 8 opposing party that carries the greatest weight." *Id.* However, a strong showing with respect to 9 one of the other factors may warrant denial of leave to amend. *Id.* 10 The record does not suggest undue delay (first factor) or bad faith (second factor) on the 11 part of Webb. Nor does the Court find that allowing further amendment would impose undue 12 prejudice on Rejoice (fourth factor). While this case is not very far along given its age, most of 13 the delay is attributable to Defendants' motion to compel arbitration, appeal of this Court's denial 14 of that motion, and subsequent motion practice. 15 However, Webb has repeatedly failed to cure the deficiencies in his pleading (third factor), 16 even though he has filed five versions of his pleading and has been given oral and written 17 direction by this Court. Moreover, with respect to the claims that are subject to dismissal for the 18 reasons discussed herein, it appears that amendment would be futile. The only aspects of Webb's 19 pleading as to which amendment would not be futile are the class allegations. At the hearing, the 20 Court indicated that it would be inclined to allow the putative class action to go forward if Webb 21 were to limit the putative class to drivers, and Webb's counsel agreed to amend the class 22 definition. 23 Accordingly, the motion to dismiss is granted WITHOUT LEAVE TO AMEND IN PART 24 as to the claims against Amazon

Logistics and Amazon.com, Claims 1 and 4 to the extent those 25 claims are based on Rejoice's alleged failure to take into account non-discretionary bonuses, 26 incentives and shift differentials, and Claim 7. The motion to dismiss is granted WITH LEAVE TO AMEND as to the dismissal of Webb's class allegations.

1 IV. ORDER

2 (1) The motion to dismiss the fourth amended complaint is GRANTED IN PART

3 AND DENIED IN PART, WITH LEAVE TO AMEND IN PART AND

4 WITHOUT LEAVE TO AMEND IN PART, as follows: 5 (a) The motion to dismiss is
GRANTED IN PART WITHOUT LEAVE TO 6 AMEND as to all claims against Amazon
Logistics and Amazon.com, 7 Claims 1 and 4 to the extent those claims are based on Rejoice's
alleged 8 failure to take into account non-discretionary bonuses, incentives and shift 9
differentials, and Claim 7; 10 (b) The motion to dismiss is GRANTED IN PART WITH LEAVE
TO 11 AMEND as to Plaintiff's class allegations; and 12 (c) The motion to dismiss is DENIED as
to Claims 1-6 against Rejoice, except 5 13 as to the aspects of Claims 1 and 4 dismissed above. 14

(2) Plaintiff SHALL file a fifth amended complaint within 14 days after the date of this 3 15 order,
by August 21, 2025. Leave to amend is limited to the class allegations. 16 Plaintiff may not add
new claims or parties without express leave of the Court. 3 17 (3) This order terminates ECF 152
and 153. 18 19 Dated: August 7, 2025

BETH LABSON FREEMAN

21 United States District Judge 22 23 24 25 26 27 28