

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

ABIGAIL CHASCO, KEANUA GUEVARRA, and CHRISTOPHER HALEY, §
individually and on behalf of all §
similarly situated individuals, §
Plaintiff, §

V.

UNIUNI LOGISTICS, INC., and §
JOYBOX, LLC, SHAWN GRAY, §
and BROOKE GRAY, §
Defendants. §

Case No. 5:26-cv-1514

A Jury Is Demanded

PLAINTIFFS' ORIGINAL COLLECTIVE ACTION COMPLAINT

Summary of Lawsuit

UniUni Logistics, Inc. (“UniUni”), and Joybox, LLC (“Joybox”), Shawn Gray, and Brooke Gray operate a business that violates the Fair Labor Standards Act in a way that gives them an illegal and unfair advantage against their competitors. Specifically, the Defendants refuse to pay the drivers any pay or overtime pay for overtime hours they work while requiring these employees to work more than 40 hours per week. Defendants’ failure to pay means that the Plaintiffs and similarly situated

employees did not receive the required overtime premium for the hours they worked over 40. These illegal pay practices allow Defendants to unfairly compete against their competitors who follow the law.

Facts Supporting Relief

Allegations Related to Plaintiffs' and Co-Workers' Claims for Overtime

1. UniUni provides last mile shipping for e-commerce and other retailers.
2. UniUni hires companies like Joybox to assist in fulfilling its shipping and delivery obligations.
3. Joybox hires delivery drivers to deliver packages for major retailers and online sellers.
4. UniUni and Joybox set the schedules for the delivery drivers.
5. UniUni has promulgated rules and procedures that must be followed by all delivery drivers, including plaintiffs and similarly situated workers. Joybox is owned and operated by Shawn Gray and Brooke Gray. Mr. and Ms. Gray supervise and direct the work of such individuals as the Plaintiffs and the similarly situated workers.

6. UniUni and Joybox require that the plaintiffs and similarly situated workers follow the rules and will punish or dock the pay of plaintiffs and similarly situated workers who commit infractions.

7. For example, if a plaintiff or similarly situated worker arrives late or fail to deliver all packages, UniUni and Joybox dock the pay of those individuals.

8. UniUni and Joybox require the plaintiffs and similarly situated employees to arrive hours before the start of their workday to catalog and sort various packages.

9. UniUni and Joybox enforce this requirement with either monetary penalties or other punishments for violations.

10. The amount of time spent in these activities benefits UniUni and Joybox, but neither company pays the plaintiffs or similarly situated workers for that time.

11. UniUni and Joybox pay the plaintiffs and similarly situated workers a piece rate based upon the number of packages delivered.

12. UniUni and Joybox require that the plaintiffs and similarly situated workers deliver all packages on the route, regardless of the amount of time that the deliveries take.

13. UniUni and Joybox will dock the pay or otherwise punish the plaintiffs and similarly situated workers who do not deliver all packages.

14. UniUni and Joybox determine the routes taken by the plaintiffs and similarly situated workers delivering the packages, and such routes are assigned.

15. When sorting packages, it is possible that the plaintiffs and similarly situated workers will sort packages that are delivered by someone else. Therefore, it is not guaranteed that the packages sorted will be delivered by the person sorting them.

16. All the work conducted by the named plaintiffs and similarly situated workers was performed in Texas.

17. The plaintiffs and similarly situated workers generally worked significantly more than 40 hours in each workweek.

18. Defendants were aware that the plaintiffs and similarly situated workers worked more than 40 hours per week and penalized the plaintiffs and similarly situated workers if they did not show up hours before beginning their routes.

19. UniUni and Joybox exercised unlimited power and discretion over every aspect of the employment of the plaintiffs and similarly situated

employees. In addition, through Joybox, Mr. Shawn Gray and Ms. Brooke Gray, individual owners and operators of Joybox, exercised unlimited power and discretion over every aspect of the employment of the plaintiffs and similarly situated employees.

20. In addition to the individual plaintiffs, UniUni and Joybox employed additional individuals to sort and deliver packages.

21. Defendants paid the individual plaintiffs and similarly situated workers by the package and without reference to the actual number of hours worked and without paying any overtime in violation of the FLSA.

Allegations Regarding FLSA Coverage

22. Defendant UniUni Logistics, Inc. is a foreign for-profit corporation that is covered by and subject to the overtime requirements of the FLSA.

23. During each of the three years prior to this complaint being filed, UniUni was an enterprise engaged in interstate commerce, operating on interstate highways, purchasing materials through commerce, transporting materials through commerce and on the interstate highways, conducting transactions through commerce, including the use of credit cards, phones and/or cell phones, electronic mail and the Internet.

24. During each of the three years prior to this complaint being filed, UniUni regularly owned and operated a business engaged in commerce or in the production of goods for commerce as defined by §3(r) and 3(s) of the Act, 29 U.S.C. §203(r) and 203(s).

25. During each of the three years prior to this complaint being filed, UniUni conducted sufficient business to exceed an annual gross volume of sales of at least \$500,000 (exclusive of excise taxes) based upon the volume of business.

26. During each of the three years prior to this complaint being filed, UniUni's employees used or handled goods, tools, equipment and/or materials that traveled in interstate commerce; that is, goods, tools, equipment or materials that were grown, made, or manufactured outside the State of Texas.

27. Defendant Joybox LLC is a for-profit limited liability company that is covered by and subject to the overtime requirements of the FLSA.

28. During each of the three years prior to this complaint being filed, Joybox was an enterprise engaged in interstate commerce, operating on interstate highways, purchasing materials through commerce, transporting materials through commerce and on the interstate highways, conducting

transactions through commerce, including the use of credit cards, phones and/or cell phones, electronic mail and the Internet.

29. During each of the three years prior to this complaint being filed, Joybox regularly owned and operated a business engaged in commerce or in the production of goods for commerce as defined by §3(r) and 3(s) of the Act, 29 U.S.C. §203(r) and 203(s).

30. During each of the three years prior to this complaint being filed, Joybox conducted sufficient business to exceed an annual gross volume of sales of at least \$500,000 (exclusive of excise taxes) based upon the volume of business.

31. During each of the three years prior to this complaint being filed, Joybox employees used or handled goods, tools, equipment and/or materials that traveled in interstate commerce; that is, goods, tools, equipment or materials that were grown, made, or manufactured outside the State of Texas.

32. Mr. Shawn Gray and Ms. Brooke Gray are both supervisors, owners, and operators of Joybox and are subject to liability under the Fair Labor Standards Act.

33. UniUni and Joybox are joint employers of the plaintiffs and similarly situated workers. UniUni and Joybox both retained the right to hire and fire employees, maintained supervisory control over all plaintiffs and similarly situated workers, set the rate of pay, and determined the schedule and work rules.

Individual Plaintiffs

34. Abigail Chasco worked for UniUni and Joybox from June of 2025 through December 28, 2025. Ms. Chasco was a delivery driver and required to sort and route packages prior to beginning her route. UniUni and Joybox did not pay Ms. Chasco for those hours or for any hours over 40 that she worked in the weeks when she was employed.

35. Keanua Guevarra worked for UniUni and Joybox from August of 2025 through December 16, 2025. Ms. Guevarra was a delivery driver and required to sort and route boxes prior to beginning her route. UniUni and Joybox did not pay Ms. Guevarra for those hours or for any hours over 40 that she worked in the weeks when she was employed.

36. Christopher Haley worked for UniUni and Joybox from June of 2025 through December 13, 2025. Mr. Haley was a delivery driver and required to sort and route boxes prior to beginning his route. UniUni and

Joybox did not pay Mr. Haley for those hours or for any hours over 40 that he worked in the weeks when he was employed.

37. Mr. Gray and Ms. Gray controlled the manner in which the individual plaintiffs and similarly situated workers were compensated and were directly responsible for the fact that the workers were all paid on a piece rate basis. Mr. Gray and Ms. Gray enforced the penalties on being tardy and on failing to deliver al packages. Mr. Gray and Ms. Gray were aware of the overtime hours worked by the plaintiffs and similarly situated workers and continued to violate the law. Mr. and Ms. Gray are individually employer as that term is defined under the FLSA, of the plaintiffs and all similarly situated workers.

Plaintiffs' and Similarly Situated Workers' Claims

38. UniUni and Joybox were legally required to pay the plaintiffs and their similarly situated co-workers ("Similarly Situated Workers") overtime pay for all hours that these individuals worked for them over 40 in any workweek.

39. The Plaintiffs and their similarly situated co-workers worked over 40 hours in most of the workweeks that they worked for UniUni and Joybox.

40. Defendants did not pay the plaintiffs and their Similarly Situated Workers time-and-a-half for the overtime hours that they worked for UniUni and Joybox. Defendants' underpayment of the Plaintiffs and their co-workers, often referred to as "wage theft," allowed Defendants to gain an unfair advantage in the marketplace as compared to other delivery companies that pay their employees all of the money required by law.

41. The Defendants knowingly, willfully, or with reckless disregard carried out their illegal pattern or practice regarding overtime compensation with respect to Plaintiffs and Similarly Situated Workers. Such practice was and continues to be, with regard to the Similarly Situated Workers, a clear violation of the FLSA.

42. The Defendants' knowing, willful, and reckless disregard of the rights of Plaintiffs and the Similarly Situated Workers is sufficient to subject them to willful finding under the Fair Labor Standards Act which extends the statute of limitations to three years prior to the filing of this original complaint.

43. Mr. Gray and Ms. Gray controlled the manner in which the individual plaintiffs and similarly situated workers were compensated and were directly responsible for the fact that the workers were all paid on a

piece rate basis. Mr. Gray and Ms. Gray enforced the penalties on being tardy and on failing to deliver all packages. Mr. Gray and Ms. Gray were aware of the overtime hours worked by the plaintiffs and similarly situated workers and continued to violate the law. Mr. and Ms. Gray are individually employers as that term is defined under the FLSA, of the plaintiffs and all similarly situated workers.

44. UniUni and Joybox are run by sophisticated and seasoned business owners and operators, including but not limited to Mr. and Mrs. Gray, that have been running companies and paying employees for some time. These individuals have access to various information that would provide them with the information necessary to comply with the law. These individuals would have to be aware of the provisions of the Fair Labor Standards Act and there have been numerous cases and reported decisions regarding the Fair Labor Standards Act and what is required to be in compliance with the law for delivery drivers.

Causes of Action

Violation of the FLSA – Failure to Pay Overtime Wages Owed

45. Defendants violated the FLSA by not paying the plaintiffs, Ms. Chasco, Ms. Guevara, and Mr. Haley, overtime pay for hours worked over 40 per workweek.

46. Ms. Chasco, Ms. Guevara, and Mr. Haley have suffered damages as a direct result of Defendants' illegal actions.

47. Defendants are liable to Ms. Chasco, Ms. Guevara, and Mr. Haley for unpaid overtime compensation, liquidated damages, attorney's fees and costs of Court under the FLSA, for the three-year period preceding the filing of this lawsuit.

Collective Action Allegations

48. The Defendants' failure to pay their employees as required by the FLSA resulted from a generally applicable policy that does not depend on the personal circumstances of the Similarly Situated Workers; that is, paying employees on a piece rate basis for packages delivered, but requiring employees to sort and route various packages prior to embarking upon the assigned delivery route. Those hours are unaccounted for in any fashion. Each week, the plaintiffs and similarly situated workers worked over 40

hours per week, but were not paid overtime. This generally applicable policy is prohibited by the FLSA. Ms. Chasco, Ms. Guevara, and Mr. Haley's experiences are typical of the experiences of the Similarly Situated Workers.

49. The group of Similarly Situated Workers is properly defined as:

All individuals who are/were employed by UniUni Logistics Inc. and/or Joybox LLC in the State of Texas to work as delivery drivers and paid on an piece rate basis during the three-year period preceding the filing of this Complaint.

Defendant, Jurisdiction, and Venue

50. Defendant UniUni Logistics, Inc., is a foreign corporation that is registered to do business in the State of Texas. It may be served with citation and service of process through its registered agent, Cogency Global, Inc., 1601 Elm Street, Suite 4360, Dallas, Texas 75201.

51. Defendant Joybox, LLC, is a domestic limited liability company and may be served with citation and service of process on its registered agent for service, Shawn Gray, 8750 San Fidel Way, San Antonio, Texas 78255.

52. Defendant Shawn Gray may be served with citation and service of process at 8750 San Fidel Way, San Antonio, Texas 78255.

53. Defendant Brooke Gray may be served with citation and service of process at 8750 San Fidel Way, San Antonio, Texas 78255.

54. This Court has federal question jurisdiction under the FLSA, and venue is proper pursuant to 28 U.S.C. § 1391(b), as Defendants and Plaintiffs transacted business within this judicial district, and the events underlying this complaint occurred within this judicial district as well.

Demand for Jury

55. Ms. Chasco, Ms. Guevara, and Mr. Haley demand a trial by jury.

Prayer for Relief

WHEREFORE, Ms. Chasco, Ms. Guevara, and Mr. Haley and all employees similarly situated who join in this action demand:

1. Issuance of notice as soon as possible to all persons performing work for Defendants and who are/were employed by UniUni Logistics, Inc., and/or Joybox, LLC during the three-year period immediately preceding the filing of this Complaint. Generally, this notice should inform them that this action has been filed, describe the nature of the action, and explain their right to opt into this lawsuit if they were not paid correctly for work performed or hours worked during any portion of the statutory period;
2. Judgment against Defendants for an amount equal to Plaintiffs' and the Similarly Situated Workers' unpaid overtime wages at the applicable rate;
3. An equal amount to the overtime wage damages as liquidated damages;
4. Judgment against Defendants that their violations of the FLSA were willful;
5. To the extent that liquidated damages are not awarded, an award of prejudgment interest;
6. All costs and attorney's fees incurred prosecuting these claims;

7. Leave to add additional Plaintiffs by motion, the filing of written consent forms, or any other method approved by the Court; and
8. For such further relief as the Court deems just and equitable.

Respectfully Submitted,
THE BUENKER LAW FIRM

/s/ Thomas H. Padgett, Jr.

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