

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

JOAO FRANGANITO, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

WORLDSTAFF USA TRI-STATE LLC,

Defendant.

Complaint - Class Action

Jury Trial Demanded

Civil Case No.:

COLLECTIVE AND CLASS ACTION COMPLAINT WITH JURY DEMAND

Plaintiff Joao Franganito, individually and on behalf of all others similarly situated, by and through his attorneys, Brown, LLC, hereby brings this Collective and Class Action Complaint against Defendant Worldstaff USA Tri-State LLC, and alleges of his own knowledge and conduct and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. Plaintiff Joao Franganito (“Plaintiff”) brings this action for himself and all other similarly situated hourly-paid warehouse workers to recover unpaid overtime wages, liquidated damages, interest, and reasonable attorneys’ fees and costs as a result of Defendant Worldstaff USA Tri-State LLC’s (“Worldstaff” or “Defendant”) willful violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq., and attendant regulations at 29 C.F.R. § 516, et seq.

2. Plaintiff also brings this action for himself and on behalf of all other similarly situated hourly-paid warehouse workers to recover unpaid overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys’ fees and costs as a result of Defendant’s willful violations of the Pennsylvania Minimum Wage Act (“PMWA”), 43 P.S. § 333.101, et seq., and the Pennsylvania Wage Payment and Collection Law (“WPCL”), 43 P.S. § 260.1, et seq.

3. Defendant Worldstaff USA Tri-State LLC is a staffing agency headquartered and with its principal place of business at 2919 Santee Road, Bethlehem, Pennsylvania 18020-2827. Defendant employs hourly-paid warehouse workers, including general warehouse workers, picking and packing associates, and other non-exempt hourly employees, at warehouse and logistics facilities throughout Pennsylvania and has operations in Pennsylvania, New Jersey, New York, Massachusetts, Michigan, Illinois, Minnesota, Georgia, Florida, Alabama, Texas, and Arizona.

4. Plaintiff and the putative FLSA collective and Rule 23 class members are current and former hourly-paid warehouse workers employed by Defendant within the last three (3) years, who were deprived of legally-mandated wages as a result of Defendant's unlawful pay practices, including:

a. Failing to pay hourly-paid warehouse workers at a rate of not less than one and one-half times their regular rate of pay for all hours worked in excess of forty (40) in a workweek, instead paying only their regular hourly rate for such overtime hours ("straight time for overtime");

b. Failing to timely pay all wages, including overtime wages, due and owing to Plaintiff and similarly situated workers.

5. As a result of these policies and practices, Defendant failed to pay Plaintiff and other hourly-paid warehouse workers for all hours worked in excess of forty (40) in a workweek at the legally required overtime rate, and failed to timely pay all wages due, in violation of the FLSA, PMWA, and WPCL.

6. Plaintiff asserts the FLSA claims individually and on behalf of a putative "FLSA Collective," defined as:

All hourly-paid warehouse workers employed by Defendant in the United States or in any other place covered by the FLSA at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

7. Plaintiff seeks to send notice pursuant to 29 U.S.C. § 216(b) to all hourly-paid warehouse workers of Defendant informing them of their rights to assert FLSA claims in this collective action by filing consent forms.

8. Plaintiff asserts the PMWA and WPCL claims individually and on behalf of a putative class pursuant to Fed. R. Civ. P. 23, defined as:

All hourly-paid warehouse workers employed by Defendant in the Commonwealth of Pennsylvania at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

9. Defendant has willfully and intentionally committed widespread violations of the above-described statutes and corresponding regulations, in the manner described herein.

JURISDICTION AND VENUE

10. This Court has subject-matter jurisdiction over Plaintiff's FLSA claims pursuant to 28 U.S.C. § 1331 because Plaintiff's claims raise a federal question under 29 U.S.C. § 201, et seq.

11. This Court has jurisdiction over this action pursuant to 29 U.S.C. § 216(b), which provides, in relevant part, that suit under the FLSA "may be maintained against any employer . . . in any Federal or State court of competent jurisdiction." See 29 U.S.C. § 216(b).

12. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367 because those claims derive from a common nucleus of operative facts as Plaintiff's federal claims.

13. The Court has general personal jurisdiction over Defendant because it is domiciled in Pennsylvania, with its headquarters and principal place of business located at 2919 Santee Road, Bethlehem, Pennsylvania 18020-2827.

14. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) and (c) because Defendant resides in this district.

PARTIES

15. Defendant Worldstaff USA Tri-State LLC is a limited liability company with its headquarters and principal place of business located at 2919 Santee Road, Bethlehem, Pennsylvania 18020-2827.

16. Plaintiff Joao Franganito is a resident of Lehigh County, Pennsylvania.

17. Plaintiff was employed by Defendant as an hourly-paid warehouse worker from approximately September 1, 2022 through August 1, 2023.

18. Plaintiff worked for Defendant at 1520 Van Buren Road, Easton, Pennsylvania 18045.

19. Plaintiff's written consent to become an FLSA party plaintiff is attached hereto as Exhibit 1.

FACTUAL ALLEGATIONS¹

20. Plaintiff Joao Franganito ("Plaintiff") brings this action individually and on behalf of all similarly situated hourly-paid warehouse workers employed by Defendant Worldstaff USA Tri-State LLC ("Defendant") in the Commonwealth of Pennsylvania and throughout the United States during the relevant statutory period.

21. Defendant Worldstaff USA Tri-State LLC is a staffing agency and employer headquartered at 2919 Santee Road, Bethlehem, Pennsylvania 18020-2827, with its principal place of business at the same address.

22. Defendant operates an enterprise engaged in commerce or in the production of goods for commerce, as defined under the Fair Labor Standards Act ("FLSA").

¹ The allegations in this Complaint, unless otherwise specified, refer to the time period of three years prior to the filing of this Complaint through the present.

23. Defendant's annual gross volume of sales made or business done is not less than \$500,000. Defendant employs two or more employees engaged in commerce or in the production of goods for commerce, or who handle, sell, or otherwise work on goods or materials that have been moved in or produced for commerce by any person.

24. Defendant is the "employer" of Plaintiff and all similarly situated hourly-paid warehouse workers within the meaning of the FLSA, the Pennsylvania Minimum Wage Act ("PMWA"), and the Pennsylvania Wage Payment and Collection Law ("WPCL"). Plaintiff and the putative class and collective members are "employees" of Defendant within the meaning of the FLSA, PMWA, and WPCL.

25. Defendant employs hourly-paid warehouse workers, including general warehouse workers, picking and packing associates, and other non-exempt hourly employees, at warehouse and logistics facilities in Pennsylvania and other locations covered by the FLSA. The primary job duties of these workers include manual labor tasks such as picking, packing, and handling goods and materials in Defendant's client warehouses. These positions are compensated on an hourly basis.

26. Defendant is contractually and statutorily obligated to pay each hourly-paid warehouse worker for all hours worked, including overtime hours, at the rates required by law. Defendant requires hourly-paid warehouse workers to record their time by clocking in and out on a computer system or other electronic timekeeping system.

27. Defendant suffers and permits hourly-paid warehouse workers, including Plaintiff and the putative class and collective members, to regularly work more than forty (40) hours per week.

28. Plaintiff Joao Franganito, for example, worked for Defendant from on or about

September 1, 2022 through August 1, 2023, at a warehouse located at 1520 Van Buren Road, Easton, Pennsylvania 18045.

29. During his employment, Plaintiff regularly worked between forty-five (45) and sixty (60) hours per week.

30. Defendant knows or should know that hourly-paid warehouse workers regularly work over forty (40) hours per week.

31. Despite these regular overtime hours, Defendant failed to pay Plaintiff and similarly situated hourly-paid warehouse workers at a rate of not less than one and one-half times their regular rate of pay for all hours worked in excess of forty (40) in a workweek, as required by the FLSA and PMWA.

32. Instead, Defendant paid Plaintiff and other hourly-paid warehouse workers their regular hourly rate for all hours worked, including those over forty (40) in a workweek. For example, Plaintiff was paid \$15.00 per hour for all hours worked, including overtime hours, rather than the required overtime rate of \$22.50 per hour.

33. Defendant's unlawful pay practices were not isolated or inadvertent. Defendant was aware that Plaintiff and similarly situated employees regularly worked overtime hours and knowingly failed to pay the required overtime premium.

34. Plaintiff raised concerns regarding unpaid overtime with Defendant. Defendant acknowledged the existence of unpaid overtime and promised to provide Plaintiff with the total amount owed and the corresponding hours. After further communications and Plaintiff's threat of legal action in or around January 2025, Defendant offered an agreement to pay Plaintiff for a portion of the unpaid overtime hours at a rate of \$7.50 per hour, totaling \$2,047.57, but failed to pay this amount or fulfill the agreement. Defendant subsequently ceased responding to Plaintiff's

communications, thereby breaking the agreement and failing to pay the full amount of overtime wages owed.

35. Defendant's own correspondence, including a letter dated January 31, 2025, admitted to a payroll error and promised to issue payment to Plaintiff totaling \$4,095.16 to correct the error. Despite this admission and promise, Defendant failed to pay Plaintiff the full amount of wages owed, including overtime compensation, in a timely manner or at all.

36. Defendant's failure to pay overtime wages at the required rate and failure to timely pay all wages due, including overtime, constitutes a willful violation of the FLSA, PMWA, and WPCL. Defendant's conduct was not in good faith or in conformity with or in reliance on any written administrative regulation, order, ruling, approval, or interpretation by the U.S. Department of Labor or the Pennsylvania Department of Labor & Industry, or any administrative practice or enforcement policy of such departments or bureaus.

37. Defendant's unlawful pay practices were applied uniformly to Plaintiff and all similarly situated hourly-paid warehouse workers employed by Defendant in Pennsylvania and throughout the United States during the relevant statutory period. Upon information and belief, Defendant's policy and practice of paying straight time for overtime, and failing to timely pay all wages due, affected numerous other hourly-paid warehouse workers employed by Defendant.

38. As a result of Defendant's unlawful pay and timekeeping policies and practices, there have been many weeks within the three years preceding the filing of this Complaint in which Defendant failed to pay Plaintiff and similarly situated hourly-paid warehouse workers for all hours worked in excess of forty (40) in a workweek at a rate of not less than one and one-half times their regular rate of pay, and failed to timely pay all wages due, including overtime compensation, in violation of the FLSA, PMWA, and WPCL.

39. Plaintiff and the putative class and collective members have suffered damages as a result of Defendant's unlawful pay practices, including unpaid overtime wages, liquidated damages, and other relief as provided by law.

COLLECTIVE ACTION ALLEGATIONS

40. Plaintiff re-alleges and incorporates all previous paragraphs herein.

41. Plaintiff brings this action pursuant to Section 216(b) of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq., as an opt-in representative action, for and on behalf of all hourly-paid warehouse workers who have been affected by Defendant's common unlawful policies and practices, including failing to pay overtime compensation at the legally required rate, in violation of the FLSA and attendant regulations at 29 C.F.R. § 516, et seq.

42. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on behalf of:

All hourly-paid warehouse workers employed by Defendant, in the United States or in any other place covered by the FLSA at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

Plaintiff reserves the right to amend this definition as necessary.

43. As a result of Defendant's illegal policies and practices, there were many weeks in which Defendant failed to compensate members of the FLSA collective at an overtime premium rate of not less than one and one-half (1.5) times their regular rate of pay for hours worked in excess of forty (40) per workweek, as required by the FLSA. Instead, Defendant paid Plaintiff and similarly situated employees their regular hourly rate for all hours worked, including those over forty (40) in a workweek.

44. Plaintiff brings this collective action against Defendant to recover unpaid overtime compensation, liquidated damages, and reasonable attorneys' fees and costs pursuant to 29 U.S.C.

§ 216(b).

45. The collective action further alleges that Defendant's violations of the FLSA were willful, as evidenced by Defendant's acknowledgment of payroll errors, partial payment offers, and subsequent refusal to pay the full amount owed, and therefore seeks an additional, third year of limitations pursuant to 29 U.S.C. § 255(a).

46. Plaintiff seeks to send notice to all current and former hourly-paid warehouse workers employed by Defendant, informing them of their rights to assert FLSA claims in this collective action by filing their individual consent forms, as provided by 29 U.S.C. § 216(b) and supporting case law.

47. Certification of the collective action under the FLSA is appropriate because the employees described herein are "similarly situated" to Plaintiff under 29 U.S.C. § 216(b). The class of employees on behalf of whom Plaintiff brings this collective action are similarly situated because they were subject to the same or similar unlawful policies and practices as stated herein and their claims are based upon the same factual and legal theories.

48. Plaintiff anticipates that there will be no difficulty in the management of this litigation. This litigation presents claims under the FLSA, a type that has often been prosecuted on a collective basis, and the manner of identifying the collective and providing any monetary relief to it can be effectuated from a review of Defendant's payroll and personnel records.

49. Plaintiff and the putative FLSA collective members demand a trial by jury.

RULE 23 CLASS ACTION ALLEGATIONS

50. Plaintiff re-alleges and incorporates all previous paragraphs herein.

51. Plaintiff seeks to maintain this action pursuant to Fed. R. Civ. P. 23, as an opt-out class action, on behalf of himself and all other similarly situated hourly-paid warehouse workers

who have been affected by Defendant's common unlawful policies and practices, including failing to pay overtime compensation and failing to timely pay all wages due, in violation of the Pennsylvania Minimum Wage Act ("PMWA") and the Pennsylvania Wage Payment and Collection Law ("WPCL").

52. Plaintiff brings this Rule 23 class action on behalf of:

All hourly-paid warehouse workers employed by Defendant in the Commonwealth of Pennsylvania at any time from three (3) years prior to the filing of this Complaint through the date of judgment.

53. Plaintiff reserves the right to amend this definition as necessary.

54. Plaintiff brings this Rule 23 class action against Defendant to recover unpaid overtime wages, liquidated damages, pre- and post-judgment interest, and reasonable attorneys' fees and costs pursuant to the PMWA and WPCL.

55. The members of the Rule 23 class are so numerous that joinder of all class members in this case would be impractical. Plaintiff reasonably estimates that there are a substantial number of class members in the Commonwealth of Pennsylvania. The Rule 23 class members should be easy to identify from Defendant's payroll and personnel records.

56. There is a well-defined community of interest among the Rule 23 class members and common questions of law and fact predominate in this action over any questions affecting each individual class member.

57. Plaintiff's claims are typical of those of the Rule 23 class members in that they and all other class members suffered damages as a direct and proximate result of Defendant's common and systemic payroll policies and practices. All of the class members were subject to the same corporate practices of Defendant, as alleged herein, of failing to pay overtime wages at the required rate and failing to timely pay all wages due. Any lawsuit brought by an employee of Defendant

would be identical to a suit brought by any other employee for the same violations, and separate litigation would cause a risk of inconsistent results.

58. All class members were treated the same or similarly by management with respect to pay or lack thereof. This treatment included, but was not limited to, failure to pay overtime wages at one and one-half times the regular rate for hours worked over forty (40) in a workweek, and failure to timely pay all wages due. Thus, there are common questions of law and fact which are applicable to each and every one of the class members.

59. Plaintiff will fully and adequately protect the interests of the class members and has retained counsel who are qualified and experienced in the prosecution of wage and hour class actions. Plaintiff and his counsel do not have interests that are contrary to, or conflicting with, the interests of the class members.

60. Defendant's corporate-wide policies and practices affected all class members similarly, and Defendant benefited from the same type of unfair and/or wrongful acts as to each class member. Plaintiff's claims arise from the same legal theories as all other class members. Therefore, this case will be more manageable and efficient as a Rule 23 class action. Plaintiff and his counsel know of no unusual difficulties in this case.

61. Plaintiff and the Rule 23 class members demand a trial by jury.

COUNT I
(Individual and 29 U.S.C. § 216(b) Collective Action Claims)
Violation of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.
FAILURE TO PAY OVERTIME WAGES

62. Plaintiff re-alleges and incorporates all previous paragraphs herein.

63. 29 U.S.C. § 207(a)(1) provides:

[N]o employer shall employ any of his employees who in any workweek is engaged in commerce or in the production of goods for commerce, or is employed in an enterprise engaged in commerce or

in the production of goods for commerce, for a workweek longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

64. Plaintiff and the FLSA Collective members worked over forty (40) hours per week for Defendant in many workweeks.

65. As a result of the policies and violations alleged herein, Defendant failed to pay Plaintiff and the FLSA Collective members for all hours worked in excess of forty (40) hours in a workweek.

66. Specifically, Defendant paid Plaintiff and the FLSA Collective members their regular hourly rate for all hours worked, including those in excess of forty (40) in a workweek, instead of the required overtime rate of one and one-half times their regular rate of pay.

67. Defendant's conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

68. Because Defendant willfully violated the FLSA, a three (3) year statute of limitations shall apply to such violations pursuant to 29 U.S.C. § 255(a).

69. As a result of Defendant's uniform and common policies and practices described above, Plaintiff and the FLSA Collective members were illegally deprived of overtime wages earned, in such amounts to be determined at trial, and are entitled to recover overtime wages for all unpaid hours worked in excess of forty (40) in a workweek, liquidated damages, reasonable attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

COUNT II

(Individual and on a Class Basis Pursuant to Fed. R. Civ. P. 23)

Violation of the Pennsylvania Minimum Wage Act 43 P.S. § 333.101, et seq.

FAILURE TO PAY OVERTIME COMPENSATION

70. Plaintiff re-alleges and incorporates all previous paragraphs herein.

71. The Pennsylvania Minimum Wage Act (“PMWA”) provides that “[e]mploye shall be paid for overtime not less than one and one-half times the employee’s regular rate of pay for all hours in excess of forty in a workweek.” 43 P.S. § 333.104(c).

72. Plaintiff and the Rule 23 Pennsylvania Class members worked over forty (40) hours per week for Defendant in many workweeks.

73. As a result of the policies and violations alleged herein, Defendant failed to pay Plaintiff and the Rule 23 Pennsylvania Class members for all hours worked in excess of forty (40) hours in a workweek.

74. Specifically, Defendant paid Plaintiff and the Rule 23 Pennsylvania Class members their regular hourly rate for all hours worked, including those in excess of forty (40) in a workweek, instead of the required overtime rate of one and one-half times their regular rate of pay.

75. Defendant’s conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

76. As a result of Defendant’s uniform and common policies and practices described above, Plaintiff and the Rule 23 Pennsylvania Class members were illegally deprived of overtime compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, pre- and post-judgment interest, reasonable attorneys’ fees, costs, and other compensation pursuant to the PMWA.

COUNT III
(Individual and on a Class Basis Pursuant to Fed. R. Civ. P. 23)
Violation of the Pennsylvania Wage Payment And Collection Law
43 P.S. § 260.1, et seq.
FAILURE TO PAY ALL WAGES EARNED

77. Plaintiff re-alleges and incorporates all previous paragraphs herein.

78. The Pennsylvania Wage Payment and Collection Law (“WPCL”) requires every

employer to “pay all wages, other than fringe benefits and wage supplements, due to his employees on regular paydays designated in advance by the employer.” 43 P.S. § 260.3(a).

79. Defendant was contractually obligated to pay Plaintiff and the Rule 23 Pennsylvania Class members for all hours worked, including overtime wages.

80. As a result of the policies and violations alleged herein, Defendant failed to pay Plaintiff and the Rule 23 Pennsylvania Class members all wages due, including overtime wages, in a timely manner.

81. Defendant acknowledged the existence of unpaid overtime wages and promised to pay Plaintiff, but failed to fulfill its agreement and ceased communications with Plaintiff regarding payment.

82. Defendant’s conduct and practices, described herein, were willful, intentional, unreasonable, arbitrary, and in bad faith.

83. As a result of Defendant’s conduct described above, Plaintiff and the Rule 23 Pennsylvania Class members were illegally deprived of compensation earned, in such amounts to be determined at trial, and are entitled to recovery of such total unpaid amounts, liquidated damages as provided by 43 P.S. § 260.9a, pre- and post-judgment interest, reasonable attorneys’ fees, costs, and other compensation pursuant to the WPCL.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court grant the following relief against Defendant:

(A) A declaratory judgment that Defendant’s wage practices alleged herein violate the overtime provisions of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq.;

(B) A declaratory judgment that Defendant’s wage practices alleged herein violate the

Pennsylvania Minimum Wage Act (“PMWA”), 43 P.S. § 333.101, et seq., and the Pennsylvania Wage Payment and Collection Law (“WPCL”), 43 P.S. § 260.1, et seq.;

(C) An Order for injunctive relief ordering Defendant to comply with the FLSA, PMWA, and WPCL, and to end all of the illegal wage practices alleged herein;

(D) Certifying this case as a collective action in accordance with 29 U.S.C. § 216(b) with respect to the FLSA claims set forth herein;

(E) Certifying this action as a class action pursuant to Fed. R. Civ. P. 23 with respect to the PMWA and WPCL claims set forth herein;

(F) Ordering Defendant to disclose in computer format, or in print if no computer readable format is available, the names, addresses, e-mail addresses, telephone numbers, dates of birth, job titles, dates of employment, and locations of employment of all FLSA collective and Rule 23 class members;

(G) Authorizing Plaintiff’s counsel to send notice(s) of this action to all FLSA collective and Rule 23 class members, including the publishing of notice in a manner that is reasonably calculated to apprise the FLSA collective members of their rights by law to join and participate in this lawsuit;

(H) Designating Plaintiff as the representative of the FLSA collective and Rule 23 class in this action;

(I) Designating the undersigned counsel as counsel for the FLSA collective and Rule 23 class in this action;

(J) Judgment for damages for all unpaid overtime wages and liquidated damages to which Plaintiff and the FLSA collective members are lawfully entitled under the FLSA;

(K) Judgment for damages for all unpaid overtime wages and pre- and post-judgment

interest to which Plaintiff and the Rule 23 class members are lawfully entitled under the PMWA;

(L) Judgment for damages for all unpaid wages, liquidated damages, and pre- and post-judgment interest to which Plaintiff and the Rule 23 class members are lawfully entitled under the WPCL;

(M) An incentive award for the Plaintiff for serving as representative of the FLSA collective and Rule 23 class in this action;

(N) Awarding reasonable attorneys' fees and costs incurred by Plaintiff in this action as provided by the FLSA, PMWA, and WPCL;

(O) Judgment for any and all civil penalties to which Plaintiff and the FLSA collective and Rule 23 class members may be entitled; and

(P) Such other and further relief as this Court may deem necessary, just, and proper.

JURY DEMAND

Plaintiff, individually and on behalf of all other FLSA collective and Rule 23 class members, by and through his attorneys, hereby demands a trial by jury pursuant to Rule 38 of the Federal Rules of Civil Procedure and the court rules and statutes made and provided with respect to the above-entitled claims.

Respectfully Submitted,

Dated: August 20, 2025

BROWN, LLC

By: /s/ Jason T. Brown
Jason T. Brown (PA Bar #79369)
Nicholas Conlon (to seek PHV)
BROWN, LLC
111 Town Square Place, Suite 400
Jersey City, NJ 07310
T: (877) 561-0000
F: (855) 582-5279
jtb@jtblawgroup.com
nicholasconlon@jtblawgroup.com

Lead Counsel for Plaintiff