

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

FILED  
7/2/2026 2:15 PM  
Mariyana T. Spyropoulos  
CIRCUIT CLERK  
COOK COUNTY, IL  
2026CH06398  
Calendar, 3  
38848901

THE PEOPLE OF THE STATE OF  
ILLINOIS, *ex rel.* KWAME RAOUL,  
Attorney General of Illinois,

Plaintiff,

vs.

GIGSMART, INC.,

Defendant.

Case No. 2026CH06398

**COMPLAINT**

Plaintiff, the People of the State of Illinois, by Kwame Raoul, Attorney General of Illinois, brings this Complaint against GigSmart, Inc., (“GigSmart”) for violations of the Illinois Minimum Wage Law (“IMWL”), 820 ILCS 105/1 *et seq.*, and the Illinois Day and Temporary Labor Services Act (“IDTLSA”), 820 ILCS 175/1 *et seq.*

**NATURE OF THE CASE**

1. The IMWL requires that employers compensate their employees at a rate not less than one-and-a-half times their regular rate of pay for all time worked over 40 hours per week. 820 ILCS 105/4(a). The IDTLSA requires, among other things, that employers providing day and temporary labor services pay temporary laborers for four hours of work if they are assigned to work at a client company but do not work at least four hours. 820 ILCS 175/30(g). Defendant has violated these obligations.

## THE ATTORNEY GENERAL'S ENFORCEMENT AUTHORITY

2. The Attorney General Act, 15 ILCS 205/1 *et seq.*, empowers the Attorney General to initiate legal proceedings on behalf of the People of the State of Illinois on matters related to the payment of wages, including the provisions of the IMWL and IDTLSA. 15 ILCS 205/6.3(b).

3. In an action brought under section 6.3 of the Attorney General Act, the Attorney General may obtain restitution and equitable relief, including any permanent or preliminary injunction, temporary restraining order, or other order, including an order enjoining the defendant from engaging in a violation. Further, the Attorney General may request, and the Court may impose, civil penalties against any person or entity that violated the provisions of the IMWL or IDTLSA. *Id.* at § 6.3(d).

4. Prior to filing this suit, the Attorney General conducted an investigation that included issuing an investigative subpoena to GigSmart, seeking information regarding its pay practices and operations, as provided by the Attorney General Act. *Id.* at § 6.3(c).

## JURISDICTION AND VENUE

5. This action is brought pursuant to section 6.3(b) of the Attorney General Act. *Id.* at 6.3(b). It seeks equitable and monetary relief for violations of section 4(a) of the IMWL and section 30(g) of the IDTLSA. 820 ILCS 105/4(a); 820 ILCS 175/30(g).

6. This Court has personal jurisdiction over GigSmart because it is a foreign corporation doing business in Illinois. 735 ILCS 5/2-209(b)(4).

7. Venue is proper in Cook County because GigSmart is a corporation conducting business in Cook County. *Id.* § 5/2-102(a).

## PARTIES

8. The People, by Kwame Raoul, Attorney General of Illinois, bring this action as authorized by the Attorney General Act. 15 ILCS 205/4; 15 ILCS 205/6.3(b).

9. In 2019, the General Assembly found that the welfare and prosperity of all Illinois citizens and businesses required the establishment of a unit within the Attorney General's Office dedicated to, *inter alia*, pursuing businesses that underpay their employees and gain an unfair economic advantage by avoiding their labor responsibilities. 15 ILCS 205/6.3(a). The Attorney General's Workplace Rights Bureau exercises this statutory authority.

10. GigSmart, Inc. is a corporation incorporated under Delaware law. Its headquarters is 999 18th Street, Suite 1750S, in Denver, Colorado.

11. At all relevant times, GigSmart has been an "employer" as that term is defined by 820 ILCS 105/3(c) and has been a "day and temporary labor service agency" as defined 820 ILCS 175/5.

## FACTS

12. GigSmart operates a digital application-based platform that facilitates the placement of workers at temporary jobs.

13. Individuals interested in finding work create profiles on GigSmart's platform. GigSmart refers to such individuals as workers.

14. Third-party employers interested in contracting the services of temporary workers contract with GigSmart for access to the platform.

15. Third-party employers work with GigSmart to post work opportunities on GigSmart's platform, and workers select opportunities to apply for. GigSmart also selects workers for assignment to jobs on behalf of its client employers.

16. GigSmart exercises control over the work performed by the workers.

17. Workers do not have opportunity for profit and loss based on their managerial skill.

18. Workers do not own or invest in any particular equipment.

19. Workers perform labor that does not require specialized skills.

20. In some instances, workers work for third-party employers for significant periods of time.

21. The work performed by workers is integral to GigSmart's business. GigSmart's revenue derives from fees billed to third-party employers for the work performed by workers.

22. GigSmart pays workers directly from its own funds.

23. GigSmart classified workers as independent contractors until approximately September 1, 2025.

24. Between October 1, 2021, and October 14, 2025, many of GigSmart's workers accepted assignments through GigSmart's platform that resulted in them working more than 40 hours in a given workweek.

25. GigSmart did not pay workers at one-and-a-half times their regular rate of pay for hours worked in excess of forty in a single workweek.

26. On some occasions, workers were assigned to jobs with GigSmart's client employers which were subsequently cancelled. Workers were also assigned to jobs that were supposed to last more than four hours but ultimately lasted less than four hours. GigSmart did not pay these individuals for the equivalent of four hours of work in these instances.

### **COUNT I**

#### **Violations of Illinois Minimum Wage Law – Overtime**

27. GigSmart employed the workers because it exercised significant control over the manner in which they performed their work, the workers did not have an opportunity for profit and loss, the workers made no investment in equipment or materials, the services rendered by the workers required no special skills, the workers worked for GigSmart for significant periods of time, and the services rendered by workers were integral to GigSmart's business.

28. GigSmart's employees worked in excess of 40 hours in many workweeks.

29. GigSmart did not pay premium overtime pay for hours worked in excess of 40 hours in a workweek.

30. GigSmart violated section 4(a)(1) of the IMWL by failing to compensate employees for all time worked in excess of 40 hours in any workweek at a rate not less than one-and-one-half times the regular rate at which they were employed.

31. The IMWL provides for civil penalties under which employees may recover treble the amount of the underpayments and for additional damages of 5% of the amounts of the underpayments for each month following the date of payment during which the underpayments remain unpaid. 820 ILCS 105/12(a).

32. In an action brought under section 6.3 of the Attorney General Act, the Attorney General may obtain, as remedies, monetary damages to the State, civil penalties in the maximum amount prescribed by law, and equitable relief as may be appropriate. 15 ILCS 205/6.3(d).

WHEREFORE, Plaintiff prays that this Honorable Court:

- a. Award judgment in Plaintiff's favor;
- b. Enter a judgment in the amount of all overtime wages and statutory damages due to employees to be paid to the Attorney General to be held in trust for the employees' benefit;
- c. Award the appropriate amount of monthly prejudgment interest, as provided by the IMWL;
- d. Enjoin Defendant from engaging in employment practices that violate the IMWL; and
- e. Grant such other relief that the Court deems appropriate.

**COUNT II**  
**Violations of Illinois Day and Temporary Labor Services Act—**  
**Minimum Pay**

33. GigSmart is a day and temporary labor service agency because it provides day and temporary labor to third-party clients pursuant to contracts between GigSmart and the clients.

34. On many occasions, GigSmart assigned day or temporary laborers to work at a third-party client's worksite who were not utilized by the third-party client,

without paying those day or temporary laborers for a minimum of 4 hours of pay at the agreed upon rate of pay.

35. GigSmart violated section 30(g) of the IDTLSA by not paying its workers a minimum of four hours of pay at the agreed upon rate when they were assigned to work at a third-party client's worksite but not utilized.

36. In an action brought under section 6.3 of the Attorney General Act, the Attorney General may obtain as remedies monetary damages to the State, civil penalties in the maximum amount prescribed by law, and equitable relief as may be appropriate. 15 ILCS 205/6.3(d).

WHEREFORE, Plaintiff prays that this Honorable Court:

- a. Award judgment in Plaintiff's favor;
- b. Enter a judgment in the amount of all owed four-hour minimum pay due to employees to be paid to the Attorney General to be held in trust for the employees' benefit;
- c. Enjoin Defendant from engaging in employment practices that violate the IDTLSA; and
- d. Grant such other relief that the Court deems appropriate.

