

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

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

Plaintiff,

vs.

KEYSTROKES TRANSCRIPTION  
SERVICE, INC., CHARTNET  
TECHNOLOGIES, INC., and LEE  
TKACHUK.

Defendants.

Case No. 2025CH08753

**COMPLAINT**

The People of the State of Illinois, by Kwame Raoul, Attorney General of Illinois, bring this Complaint against Keystrokes Transcription Service, Inc. (“Keystrokes”), Chartnet Technologies, Inc. (“Chartnet”), and Lee Tkachuk (“Tkachuk”) for violations of the Illinois Minimum Wage Law, 820 ILCS 105/1 *et seq.* (“IMWL”), and the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 *et seq.* (“IWPCA”).

**Nature of the Case**

1. This is a workplace rights enforcement action by the State of Illinois against Tkachuk and her companies, Keystrokes and Chartnet. Through those companies, Tkachuk hires employees to provide medical transcription services and related work, receives the benefits of those employees’ labor, then refuses to pay them, pay period after pay period, month after month, over the course of *years*.

2. Tkachuk not only failed to pay employees but induced them to continue working for no pay with false promises. When some employees received no paycheck or had their paycheck bounce, Tkachuk promised them that the money would come if they kept working and routinely falsely blamed payroll companies, banks, and technical errors for the ongoing lack of pay. Employees continued to work in hopes that they would eventually be paid. Unfortunately, Tkachuk continued to string workers along until they quit, leaving them with thousands of dollars in unpaid wages. This unlawful practice has deprived dozens of workers of hundreds of thousands of dollars total in rightful compensation.

3. The State now seeks to hold Defendants liable for their violations of the IMWL and the IWPCA and to recover unpaid wages for their workers, including unpaid minimum wages and unpaid overtime compensation, plus statutory damages, prejudgment interest, and civil monetary penalties. The State also seeks a permanent injunction prohibiting Defendants from engaging in employment practices that violate the IMWL and IWPCA, as well as injunctive relief to prohibit Tkachuk from continuing Keystrokes' business operations as its sole proprietor.

### **Jurisdiction and Venue**

4. This action is brought pursuant to § 6.3(b) of the Attorney General Act, 15 ILCS 205/6.3(b), and seeks equitable and monetary relief for violations of § 4 of the IMWL, 820 ILCS 105/4, and §§ 3-4 of the IWPCA, 820 ILCS 115/3,4, and equitable relief under § 12.50 of the Business Corporation Act of 1983, 805 ILCS 5/12.50.

5. This Court has personal jurisdiction over Defendant Keystrokes because it is a corporation incorporated under Illinois law, and has its principal place of business within Illinois, and this dispute arises out of business it transacted in Illinois. 735 ILCS 5/2-209 (a)(1), (b)(1).

6. This Court has personal jurisdiction over Defendant Chartnet because it has its principal place of business within Illinois, and this dispute arises out of business it transacted in Illinois. 735 ILCS 5/2-209 (a)(1), (b)(1).

7. This Court has personal jurisdiction over Defendant Tkachuk because she is a natural person domiciled in Illinois and because the dispute arises out of her actions as director and officer of a corporation incorporated in Illinois. 735 ILCS 5/2-209 (a)(12), (b)(2).

8. Venue is proper in Cook County because some of the transactions that gave rise to this complaint took place in Cook County. 735 ILCS 5/2-101.

### **Parties**

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

10. 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 pursuing businesses that underpay their employees and gain an unfair economic advantage by avoiding their labor responsibilities. 820 ILCS 205/6.3(a). The Attorney General's Workplace Rights Bureau exercises this statutory authority.

11. Keystrokes is an administratively dissolved domestic corporation incorporated under Illinois law. Its registered office and primary place of business is at 753 Fir Ct., Yorkville, Illinois.

12. At all relevant times, Keystrokes has been an “employer” as that term is defined by 820 ILCS 105/3(c) and 820 ILCS 115/2.

13. Chartnet is a foreign corporation incorporated under Florida law. Its registered office in Illinois is at 220 Garden St., Yorkville, Illinois. It is headquartered and conducts its business primarily from Illinois, also at 753 Fir Ct., Yorkville, Illinois.

14. At all relevant times, Chartnet has been an “employer” as that term is defined by 820 ILCS 105/3(c) and 820 ILCS 115/2.

15. Lee Tkachuk is the owner and principal officer of both Chartnet and Keystrokes. She is domiciled at 753 Fir Ct., Yorkville, Illinois.

16. Tkachuk has continued the operations of Keystrokes after its administrative dissolution as a sole proprietor.

17. At all relevant times, Lee Tkachuk has been an “employer” as that term is defined by 820 ILCS 105/3(c) and 820 ILCS 115/2.

### **Facts**

18. Keystrokes was a medical transcription company owned and operated by Lee Tkachuk.

19. Chartnet is a medical transcription software company also owned and operated by Lee Tkachuk.

20. Chartnet produced software that Keystrokes used to record transcriptions and related data.

21. Keystrokes was administratively dissolved by the Secretary of State on March 8, 2024.

22. Despite this administrative dissolution, Tkachuk has continued to operate Keystrokes.

23. Tkachuk personally oversaw all operations of both entities.

24. During all relevant times, Keystrokes and Chartnet essentially operated as a single entity.

25. Keystrokes and Chartnet shared officers and employees, and Tkachuk was the principal officer of both entities.

26. Tkachuk operated both companies out of the same office, including from her home at 753 Fir Ct., Yorkville, Illinois.

27. Employees of Keystrokes were sometimes paid via checks from Chartnet.

28. Keystrokes was in the business of providing transcription services to clients including hospital systems, medical clinics, and other entities providing healthcare services.

29. Keystrokes employed transcriptionists, who were typically tasked with transcribing audio recordings made by doctors and other medical professionals into text formats.

30. Keystrokes also employed individuals to work in administrative and training positions to support the provision of transcription services.

31. All of Keystrokes's employees worked under the direction of Lee Tkachuk.

32. Keystrokes employed at least 337 individuals from 2019 to the present.

33. Keystrokes entered into an agreement with each transcriptionist setting out the structure of the transcriptionist's pay.

34. Transcriptionists were typically paid at an agreed rate per line they transcribed or edited.

35. In some instances, the agreements reached between Keystrokes and a transcriptionist included different rates for different methods of transcription, or for full transcription vs. editing.

36. In many instances, the agreement reached between Keystrokes and a transcription incorporated higher rates for transcription work performed on holidays.

37. Keystrokes also entered into agreements with each non-transcriptionist employee that specified either an hourly rate of pay or a yearly salary.

38. At least some of these agreements were memorialized in offer letters sent by Keystrokes to the transcriptionists at the time they were hired.

39. Keystrokes's stated policy has been to pay its workers twice per month, on the 10th and 25th of each month.

40. Keystrokes generated a payroll register for each pay period, listing each employee and the amount they were to be paid, based upon the lines they transcribed or the hours they worked.

41. Transcriptionists recorded the lines they transcribed in a digital system developed by Chartnet and operated by Keystrokes.

42. Keystrokes kept records, including in the Chartnet system and the payroll registers, reflecting the number of lines each transcriptionist transcribed, the number of hours they worked, and the amount they were paid. Keystrokes included this information in the pay stubs it issued to the transcriptionists.

43. Keystrokes also maintained records reflecting the number of hours worked by each non-transcriptionist employee.

44. In reality, Keystrokes consistently failed to pay its employees' wages.

45. Tkachuk hired employees through her entity Keystrokes with a promise to pay them, those employees worked for Keystrokes per the terms offered, and then Tkachuk, through Defendant companies, did not pay them as required by law.

46. Further, when those employees did not receive paychecks as expected, or had paychecks bounce, Tkachuk gave false promises to induce those employees to keep working, despite having no intention of ever paying them. Employees were induced to work without pay for weeks or months, spending hundreds of hours and transcribing tens of thousands of lines, without ever being paid for their labor.

47. Starting in or around 2019, Keystrokes began to regularly fail to issue timely wage payments to employees and, in some instances, paychecks arrived several months after they were due.

48. Beginning in or around 2022, Keystrokes began to routinely fail to pay its employees at all, and in many cases, transcriptionists and other employees received no compensation for the work that they continued to perform for Keystrokes.

49. Keystrokes continued to generate payroll records and issue pay stubs to its employees, but did not actually issue checks along with the pay stubs to all employees in each pay period.

50. As a result, the payroll records generated by the company reflect the amount of wages that employees earned but did not receive.

51. On some occasions, Keystrokes issued checks to its employees that subsequently bounced due to insufficient funds.

52. In some workweeks for which they were not paid, employees worked more than 40 hours.

53. On some occasions, Tkachuk paid Keystrokes's employees with checks issued by her other company, Chartnet. In some instances, these checks bounced due to insufficient funds when the employees attempted to cash them.

54. Tkachuk was aware of the underpayments. On many occasions, transcriptionists raised issues with their pay with Tkachuk, and Tkachuk acknowledged the lack of payments.

55. Tkachuk, on multiple occasions, promised employees that she would pay them the wages they were owed, but ultimately failed to pay them their owed wages.

56. Some employees left the company after one or two missed payments, but others continued to work for Keystrokes for months without being paid, in reliance on Tkachuk's repeated promises to pay them.

57. Multiple transcriptionists raised these issues to Tkachuk, who routinely blamed banks, payroll companies, or technical problems for the failure to pay employees.

58. On some occasions, workers received checks issued by Chartnet that bounced when they tried to deposit them.

59. In some instances, workers went unpaid for over a dozen pay periods before quitting. These employees accrued thousands of dollars in unpaid wages.

60. On information and belief, approximately 45 or more employees received no compensation at all for some workweeks.

61. On information and belief, the total amount of unpaid wages that Defendants did not pay to workers at the agreed-on rates because of this conduct exceeds \$300,000.

62. Since Keystrokes's administrative dissolution, Tkachuk has continued to operate the business as a sole proprietor and continued to use the name Keystrokes Transcription, Inc.

63. Tkachuk has continued the unlawful practices alleged in paragraphs 24–62, including non-payment of wages, through the new Keystrokes entity.

64. To the extent that Defendants continue to violate the IMWL or the IWPCA since the conclusion of the OAG’s investigation, any evidence of conditions of pay and employment related to those post-investigation violations are incorporated herein by reference, and Defendants may owe additional back wages, statutory damages, and interest to their workers.

65. Defendants may also owe additional back wages, statutory damages, and interest to employees whose identities are presently unknown to the OAG to properly compensate them for time worked.

**COUNT I**  
**Violations of the Illinois Wage Payment and Collection Act – Unpaid Wages**  
**Against All Defendants**

66. Paragraphs 4 through 65 above are incorporated herein by reference.

67. Keystrokes was a corporation for which one or more persons were gainfully employed.

68. Keystrokes was an employer that permitted individuals to work in Illinois.

69. Tkachuk was a principal officer or agent of Keystrokes.

70. Tkachuk was an employer of the employees performing services for Keystrokes under 820 ILCS 115/2 and liable for Keystrokes’s violations of the IWPCA because she acted directly and indirectly in the interest of Keystrokes with respect to those employees.

71. To the extent that Tkachuk continued to operate after Keystrokes's dissolution, she was an employer in her capacity as a sole proprietor.

72. Tkachuk was a principal officer or agent of Chartnet.

73. Chartnet is liable for Tkachuk's and Keystrokes's violations as an alter-ego of Keystrokes, because they share a unity of interest and ownership and adhering to a fiction of separate existence would sanction fraud and promote injustice.

74. Employees worked under the direction and control of Keystrokes, through Tkachuk.

75. Employees' work was within Keystrokes's usual course of business.

76. Employees did not work in an independently established trade, occupation, profession, or business.

77. Keystrokes and Tkachuk were employers as that term is defined in 820 ILCS 115/2.

78. Keystrokes's transcriptionists and non-transcriptionist staff were employees as that term is defined in 820 ILCS 115/2.

79. On many occasions, Keystrokes never compensated employees for hours that they worked.

80. In some cases, employees ceased working for Keystrokes and were not paid for all work performed, including their final compensation.

81. Defendants violated section 4 of the IWPCA when they failed to pay employees within 13 days of the end of the pay period in which the wages were earned.

82. Defendants violated section 5 of the IWPCA when they failed to pay separated employees their final compensation by the next regularly scheduled pay date.

83. 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;
- a. Enter a judgment in the amount of all unpaid wages due to employees to be paid to the Attorney General to be held in trust for the employees' benefit;
- b. Enjoin Defendants from engaging in employment practices that violate the IWPCA;
- c. Find that Keystrokes has continued to violate the IWPCA after notice that it is in violation, and enter an order dissolving Keystrokes pursuant to 805 ILCS 5/12.50; and direct the winding up and liquidation of Keystrokes's business and affairs pursuant to 805 ILCS 5/10.65;

- d. Enjoin Tkachuk from continuing business operations related to  
Keystrokes in her capacity as a sole proprietor; and
- e. Grant such other relief that the Court deems appropriate.

**COUNT II**  
**Violations of the Illinois Minimum Wage Law – Unpaid Minimum Wage**  
**Against All Defendants**

84. Paragraphs 4 through 65 above are incorporated here by reference.

85. Keystrokes was an employer that permitted individuals to work in Illinois.

86. Tkachuk was a principal officer or agent of Keystrokes.

87. Tkachuk was an employer of the employees performing services for Keystrokes under 820 ILCS 105/3(c) and liable for Keystrokes's violations of the IMWL because she acted directly and indirectly in the interest of Keystrokes with respect to those employees.

88. To the extent that Tkachuk continued to operate after Keystrokes's dissolution, she was an employer in her capacity as a sole proprietor.

89. Tkachuk was a principal officer or agent of Chartnet.

90. Chartnet is liable for Tkachuk's and Keystrokes's violations as an alter-ego of Keystrokes, because they share a unity of interest and ownership and adhering to a fiction of separate existence would sanction fraud and promote injustice.

91. When Keystrokes's employees received no wage payments, they were not paid at the mandated minimum wage.

92. Defendants violated section 4 of the IMWL, 820 ILCS 105/4 (a)(1), by failing to compensate employees for all time worked at the minimum hourly rate allowed by law.

93. The IMWL provides for civil penalties under which employees may recover treble the amount of the underpayments. 820 ILCS 105/12(a) (2023).

94. The IMWL also provides 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) (2023).

95. 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 unpaid minimum 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 Defendants from engaging in employment practices that violate the IMWL;

- e. Find that Keystrokes has continued to violate the IMWL after notice that it is in violation, enter an order dissolving Keystrokes pursuant to 805 ILCS 5/12.50, and direct the winding up and liquidation of Keystrokes's business and affairs pursuant to 805 ILCS 5/10.65;
- f. Enjoin Tkachuk from continuing business operations related to Keystrokes in her capacity as a sole proprietor; and
- g. Grant such other relief that the Court deems appropriate.

**COUNT III**  
**Violations of the Illinois Minimum Wage Law –**  
**Unpaid Overtime Premiums**  
**Against All Defendants**

- 96. Paragraphs 4 through 65 above are incorporated herein by reference.
- 97. Keystrokes was an employer that permitted individuals to work in Illinois.
- 98. Tkachuk was a principal officer or agent of Keystrokes.
- 99. Tkachuk was an employer of the employees performing services for Keystrokes under 820 ILCS 105/3(c) and liable for Keystrokes's violations of the IMWL because she acted directly and indirectly in the interest of Keystrokes with respect to those employees.
- 100. To the extent that Tkachuk continued to operate after Keystrokes's dissolution, she was an employer in her capacity as a sole proprietor.
- 101. Tkachuk was a principal officer or agent of Chartnet.
- 102. Chartnet is liable for Tkachuk's and Keystrokes's violations as an alter-ego of Keystrokes, because they share a unity of interest and ownership and

adhering to a fiction of separate existence would sanction fraud and promote injustice.

103. Defendants violated section 4a of the IMWL, 820 ILCS 105/4a(1) in workweeks that Keystrokes and Tkachuk failed to compensate employees of Keystrokes at all for the hours of work beyond 40 that they performed.

104. Defendants violated section 4a of the IMWL, 820 ILCS 105/4a(1), 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.

105. The IMWL provides for civil penalties under which employees may recover treble the amount of the underpayments. 820 ILCS 105/12(a).

106. The IMWL also provides 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).

107. 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 Defendants from engaging in employment practices that violate the IMWL;
- e. Find that Keystrokes has continued to violate the IMWL after notice that it is in violation, enter an order dissolving Keystrokes pursuant to 805 ILCS 5/12.50, and direct the winding up and liquidation of Keystrokes's business and affairs pursuant to 805 ILCS 5/10.65;
- f. Enjoin Tkachuk from continuing business operations related to Keystrokes in her capacity as a sole proprietor; and
- g. Grant such other relief that the Court deems appropriate.

**COUNT IV**  
**Violations of Illinois Minimum Wage Law – Records**  
**Against All Defendants**

- 108. Paragraphs 4 through 65 above are incorporated herein by reference.
- 109. Keystrokes was an employer that permitted individuals to work in Illinois.
- 110. Tkachuk was a principal officer or agent of Keystrokes.
- 111. Tkachuk was an employer of the employees performing services for Keystrokes under 820 ILCS 105/3(c) and liable for Keystrokes's violations of the

IMWL because she acted directly and indirectly in the interest of Keystrokes with respect to those employees.

112. To the extent that Tkachuk continued to operate after Keystrokes's dissolution, she was an employer in her capacity as a sole proprietor.

113. Chartnet is liable for Tkachuk's and Keystrokes's violations as an alter-ego of Keystrokes, because they share a unity of interest and ownership and adhering to a fiction of separate existence would sanction fraud and promote injustice.

114. Defendants failed to keep true and accurate records required by law of the rate of pay and the amount paid each pay period to each Employee; additions and deductions from each Employee's wages for each pay period and an explanation of such additions and deductions; straight time pay and overtime pay and total wages paid each pay period; and the dates of payment of each pay period covered by the payment. *See* 820 ILCS 105/8; 56 Ill. Admin. Code § 210.700.

115. The IMWL provides that employers or their officers and agents may be liable for civil penalties for failing to make and preserve records required under the Act, including accurate records of the amount paid each pay period to each employee, in the amount of \$100 per impacted employee, for each day of such failure to keep such records. 802 ILCS 105/8, 11(a).

116. 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, the People pray that this Honorable Court:

- a. Award judgment in Plaintiff's favor;
- b. Award such relief as the court deems necessary to address Defendants' recordkeeping violations of the IMWL, including civil penalties as allowed;
- c. Enjoin Tkachuk from continuing business operations related to Keystrokes in her capacity as a sole proprietor; and
- d. Grant such other relief that the Court deems appropriate.

THE PEOPLE OF THE STATE OF  
ILLINOIS

*ex rel.* KWAME RAOUL,  
Attorney General of Illinois

Dated: August 22, 2025

By: /s/ Jack Cramer

Jack Cramer

[jack.cramer@ilag.gov](mailto:jack.cramer@ilag.gov)

*Assistant Attorney General  
Workplace Rights Bureau*

Christopher G. Wells

[christopher.wells@ilag.gov](mailto:christopher.wells@ilag.gov)

*Chief, Public Interest Division*

Sarah J. North

[sarah.north@ilag.gov](mailto:sarah.north@ilag.gov)

*Deputy Chief, Public Interest Division*

Aaron P. Wenzloff

[aaron.wenzloff@ilag.gov](mailto:aaron.wenzloff@ilag.gov)

*Chief, Workplace Rights Bureau*

Christian Arizmendi  
[christian.arizmendi@ilag.gov](mailto:christian.arizmendi@ilag.gov)  
*Deputy Chief, Workplace Rights  
Bureau*

Illinois Attorney General's Office  
115 S. LaSalle St., Floor 35  
Chicago, IL 60603  
(312) 343-0099  
Attorney No. 99000