FILED
5/11/2026 12:46 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2025L007458
Calendar, W
38003113

FILED DATE: 5/11/2026 12:46 AM 2025L007458

**IN THE CIRCUIT COURT OF COOK COUNTY**

**ILLINOIS, COUNTY DEPARTMENT, LAW DIVISION**

| | | |
|---|---|---|
| MARCELLUS LONG<br>Plaintiff,<br>vs.<br>CDW GOVERNMENT LLC.<br>Defendant. | ) | Case No.: 2025L007458<br><br>Judge: Hon. Thomas More Donnelly<br>Trial Date: Unassigned |

# PLAINTIFF'S FIRST SUPPLEMENTAL ANSWERS TO INTERROGATORIES

## (PURSUANT TO ILLINOIS SUPREME COURT RULE 213(i))

Plaintiff **Marcellus Long**, pro se, submits these Supplemental Answers to Defendant's First Set of Interrogatories pursuant to Illinois Supreme Court Rule 213(i), which imposes a continuing duty to supplement prior answers when material information becomes known. The original Interrogatories reference paragraph numbers from a prior version of the complaint; the operative pleading is the [redacted] Amended Complaint filed February 17, 2026, and Plaintiff identifies the corresponding operative paragraphs where appropriate. The supplemental matters identified herein are illustrative of additional evidence developed since Plaintiff's original answers dated September 30, 2025 and shall not be construed as an exhaustive recitation of facts or documents supporting Plaintiff's claims. Plaintiff expressly reserves all objections previously asserted and the right to supplement further as additional information becomes known.

**INTERROGATORY NO. 3 SUPPLEMENT:**

**DEFENDANT'S QUESTION:** "Identify all facts and documents which support your allegation as set forth in Paragraph 6 of your complaint that Plaintiff was neither informed in advance of the deductions you allege occurred nor provided with any written agreement authorizing such deductions."

**SUPPLEMENTAL RESPONSE:** The allegations referenced in the original Paragraph 6 are now embodied in the operative [redacted] Amended Complaint at paragraphs 1, 2, 4, 15 through 22, 80 through 110, 117 through 120, and 142 through 175a, including Schedule A. Plaintiff supplementally identifies two additional written admissions by Defendant developed since the original response. **First,** on March 27, 2026, Mike D., [redacted] Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, distributed a company-wide email announcing that "beginning this year, all coworkers on a bonus or commission administered through ICM will be asked to formally acknowledge they have received [the compensation] plan" and that obtaining "a copy of [the compensation] plan and [a] signed acknowledgement" is a "best practice" that "helps ensure clarity and shared understanding of plan terms and expectations." The implementation of this acknowledgment requirement for the first time in 2026 corroborates Plaintiff's allegation that no such signed acknowledgment of compensation terms existed at the time of Plaintiff's March 27, 2023 acceptance. **Second,** Plaintiff identifies an email dated January 28, 2026 from Mike D., [redacted] Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, BCC'd to all sales coworkers, stating that as of that date, the second-to-last day of January 2026, "goals have not yet been loaded, so any goal-based bonus plans or goal modifiers will not calculate at this time." The same email thread includes Mr. [redacted] earlier statement of January 8, 2026 indicating that January 2026 goals would not be loaded until "the week of January 26th" and would be "Preliminary goals and subject to change based on final 2026 planning". The [redacted] no-goal communications corroborate Plaintiff's allegation that the goal-based mechanics governing his pay are not disclosed or established before the performance period to which they apply. The matters identified above are illustrative; Plaintiff does not represent that this supplement contains the full universe of evidence supporting the allegation.

**INTERROGATORY NO. 5 SUPPLEMENT:**

**DEFENDANT'S QUESTION:** "Describe in detail every oral or written statement made by Defendant or its agents that you contend constitutes an admission or declaration against interest, or on which you intend to rely as evidence or support for any of your claims."

**SUPPLEMENTAL RESPONSE:** Plaintiff supplementally identifies two additional written admissions and declarations against interest. **First,** the March 27, 2026 written statement by Mike [redacted] Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans. The [redacted] March 27, 2026 statement identifies the obtaining of "a copy of [the compensation] plan and [a] signed acknowledgement" as a "best practice" being implemented "beginning this year." The temporal qualifier "beginning this year" is itself the admission: a stated best practice being implemented for the first time in 2026 is necessarily a practice that was not in place before 2026, including at the March 27, 2023 acceptance date central to Plaintiff's claims. **Second,** Plaintiff identifies an email dated January 28, 2026 from Mike [redacted] Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, BCC'd to all sales coworkers, stating that as of that date, the second-to-last day of January 2026, "goals have not yet been loaded, so any goal-based bonus plans or goal modifiers will not calculate at this time." The same email thread includes Mr. D.'s [redacted] earlier statement of January 8, 2026 indicating that January 2026 goals would not be loaded until "the week of January 26th" and would be "Preliminary goals and subject to change based on final 2026 planning". The January 28, 2026 D. [redacted] statement is a written admission and declaration against interest on two grounds. **(a)** Mr. D., [redacted] in his capacity as the officer responsible for governing Defendant's compensation plans, uses the term "goal modifiers" in his written statement to all sales coworkers. The use of that terminology by Defendant's own compensation officer is an institutional admission that the goal-modifier mechanism is real, named, and operative within Defendant's compensation system. **(b)** Mr. D. [redacted] admits that as of January 28, 2026, the second-to-last day of the January 2026 performance period, goals had not yet been loaded for that period and that goal-based bonus plans and goal modifiers could not calculate. The supplemental matters identified herein are illustrative and do not represent the full universe of statements on which Plaintiff intends to rely.

**INTERROGATORY NO. 6 SUPPLEMENT:**

**DEFENDANT'S QUESTION:** "Identify all facts and documents which support your allegation as set forth in Paragraph 6 of your complaint that Plaintiff's earned compensation, including commissions that had already been deemed earned, was subjected to unauthorized and undisclosed deductions that reduced the amounts ultimately paid to Plaintiff, and provide the date, time and location for each alleged action taken."

**SUPPLEMENTAL RESPONSE:** The allegations referenced in the original Paragraph 6 are embodied in the operative [redacted] Amended Complaint at paragraphs 2, 4, 25 through 30, 38 through 49, 50 through 57, 142 through 175a, and Schedule A. Plaintiff supplementally identifies the March 27, 2026 email from Mike D., Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, which expressly applies to all coworkers on a bonus or commission administered through ICM, the system that administers Defendant's compensation plans. Plaintiff further identifies an email dated January 28, 2026 from Mike D., Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, BCC'd to all sales coworkers, stating that as of that date, the second-to-last day of January 2026, "goals have not yet been loaded, so any goal-based bonus plans or goal modifiers will not calculate at this time." The same email thread includes Mr. D.'s earlier statement of January 8, 2026 indicating that January 2026 goals would not be loaded until "the week of January 26th" and would be "Preliminary goals and subject to change based on final 2026 planning". The January 28, 2026 D. statement is responsive because the May 7, 2026 "Overpayment Acknowledgement and Repayment Agreement" (identified in supplemental responses below) represents that Plaintiff's March 2026 negative gross profit from order [redacted] was retroactively reallocated to January 2026. The retroactive reallocation of negative gross profit into a performance period during which Mr. D. admits no goal had been loaded and during which, by his own statement, the goal-based mechanics could not calculate, documents the post-earning and retroactive character of Defendant's compensation practices. The supplemental matters identified herein are illustrative and do not represent the full universe of evidence supporting these allegations.

**INTERROGATORY NO. 10 SUPPLEMENT:**

**DEFENDANT'S QUESTION:** "Identify and describe in specific detail each and every act of retaliatory conduct you allege was committed by Defendant as set forth in Paragraph 9 of your complaint, including but not limited to: hostility, animosity, and other treatment adverse to your employment and professional standing and identify the date, time, location and persons involved in such acts and what was done or said by each person present."

**SUPPLEMENTAL RESPONSE:** The allegations referenced in the original Paragraph 9 are embodied in the operative [redacted] Amended Complaint at paragraphs 3, 61 through 73, and 203 through 213. Count VI of the operative complaint is pleaded under 820 ILCS 115/14(c), which prohibits an employer from "discharging or in any other manner discriminating against" an employee for engaging in protected wage-complaint activity. Plaintiff pleads the "discriminating against" prong.

Plaintiff further states that he supplementally identifies the May 7, 2026 demand event as additional conduct responsive to this interrogatory. On May 7, 2026, on the same day Plaintiff filed his Amended Motion to Strike Improper Certifications in this action, LeAnn K. ([redacted]), an employee of CDW, LLC, transmitted to Plaintiff an "Overpayment Acknowledgement and Repayment Agreement" expressly identifying the contracting parties as "CDW, Inc. and Marcellus Long." The email was copied to Plaintiff's Sales Manager Luke A. ([redacted]) and HC C. ([redacted]). Plaintiff has never had an employment relationship with CDW, Inc., and CDW, Inc. is not a party to this litigation. The demand subjected Plaintiff, under a May 14, 2026 response deadline, to terms requiring him to enter into a personal financial obligation with a third-party entity to which he has no contractual or employment relationship, to consent to wage deductions for which no prior written authorization exists, and to execute an instrument containing language operating as a litigation admission on the actively contested issue of his at-will employment status, which is the subject of Plaintiff's sworn affidavit filed November 3, 2025 and his pending Motion to Correct the Record. The threatened June 18, 2026 implementation date remains unretracted as of the date of this supplement. The supplemental matters identified herein are illustrative.

**INTERROGATORY NO. 12 SUPPLEMENT:**

**DEFENDANT'S QUESTION:** "Identify any and all evidence you have to support your allegation that Plaintiff continues to suffer harm as a result of Defendant's actions, including financial loss and emotional distress."

**SUPPLEMENTAL RESPONSE:** Plaintiff's harm is continuing and accruing as of the date of this supplement. The May 7, 2026 demand event establishes that Defendant continues to identify, track, and threaten reductions to Plaintiff's earnings during the pendency of this litigation, with a scheduled implementation date of June 18, 2026 that remains unretracted. The January 28, 2026 [redacted] no-goal communications further document the continuing nature of the underlying compensation practices Plaintiff has pleaded, demonstrating that the same opacity and absence of contemporaneous, properly disclosed goal mechanics that pervaded Plaintiff's 2023 and 2024 compensation continues to operate in 2026. The continuing harm includes financial pressure to enter into an instrument with an entity to which Plaintiff has no employment relationship, financial pressure to consent to reductions for which no written authorization exists, the threat of paycheck reductions of 50% or 100% if Plaintiff does not capitulate to Defendant's demand by May 14, 2026, the chilling effect on Plaintiff's continued exercise of his protected rights to pursue this matter without fear of contemporaneous financial reprisal, and the emotional distress associated with the temporal proximity of the May 7 demand to Plaintiff's protected litigation activity on the same day. The supplemental matters identified herein are illustrative of continuing harm and do not represent the full universe of damages or evidence Plaintiff intends to present.

These supplemental answers are provided without waiving any objections previously asserted in Plaintiff's original answers and without limitation of Plaintiff's right to introduce additional evidence at trial or in support of dispositive motions. Plaintiff respectfully reminds Defendant of its corresponding continuing duty under Rule 213(i) to supplement its own discovery responses.

## VERIFICATION

I, Marcellus Long, certify under penalties of perjury pursuant to 735 ILCS 5/1-109 that the foregoing supplemental answers are true and correct to the best of my knowledge and belief.

**/s/ Mr. Marcellus Long MBA**

Marcellus Long, MBA | Pro Se Plaintiff | 1 E. Erie St., Suite 525-2420, Chicago, IL 60611

legal@marcelluslong.com | (312) 469-0683 | Dated: May 11, 2026

## CERTIFICATE OF SERVICE

The undersigned certifies that on May 11, 2026, a true and correct copy of the foregoing Plaintiff's Supplemental Answers to Interrogatories was served upon Defendant's counsel of record at **FordHarrison LLP** via email to JZeid@fordharrison.com, JOConnor@fordharrison.com, and CThorstenson@fordharrison.com in compliance with Illinois Supreme Court Rule 11.

**/s/ Mr. Marcellus Long MBA**

**IN THE CIRCUIT COURT OF COOK COUNTY**

**ILLINOIS, COUNTY DEPARTMENT, LAW DIVISION**

| | | |
|---|---|---|
| MARCELLUS LONG<br>Plaintiff,<br>vs.<br>CDW GOVERNMENT LLC.<br><br>Defendant. | ) | Case No.: 2025L007458<br><br>Judge:<br>Trial Date: Unassigned |

**PLAINTIFF'S SECOND SUPPLEMENTAL ANSWERS TO INTERROGATORIES**

(PURSUANT TO ILLINOIS SUPREME COURT RULE 213(i))

Plaintiff Marcellus Long, pro se, submits these Second Supplemental Answers to Defendant's First Set of Interrogatories pursuant to Illinois Supreme Court Rule 213(i), which imposes a continuing duty to supplement prior answers when material information becomes known. The operative pleading is the [redacted] Amended Complaint filed February 17, 2026, and Plaintiff identifies the corresponding operative paragraphs where appropriate. These Second Supplemental Answers supplement Plaintiff's original answers dated September 30, 2025 and Plaintiff's First Supplemental Answers dated May 11, 2026. The supplemental matters identified herein are illustrative of additional evidence developed since Plaintiff's prior answers and shall not be construed as an exhaustive recitation of facts or documents supporting Plaintiff's claims. Plaintiff expressly reserves all objections previously asserted and the right to supplement further as additional information becomes known.

**INTERROGATORY NO. 2 SUPPLEMENT:**

**DEFENDANT'S QUESTION:**

> *"Identify, by full name, address, telephone number and email address, all persons with whom you have discussed, attempted to discuss, or communicated with regarding the Lawsuit or matters alleged in the Complaint (whether formally or informally, orally or in writing, including electronic communications), other than counsel of record, and describe the discussion, conversation, or the communication, including the date(s), the person(s) involved and/or present, the contents, and all documents that relate to any part of the discussion, conversation, or communication."*

**SUPPLEMENTAL RESPONSE:**

Plaintiff supplements his prior answer to identify one additional communication, which Plaintiff did not initiate and which arose solely from Defendant's own conduct. Defendant's May 29, 2026 revised repayment demand copied Plaintiff's direct manager, Luke [redacted] ([redacted]), who had no prior involvement in this dispute. On June 17, 2026 at 9:31 a.m. Central, Mr. [redacted] contacted Plaintiff by Microsoft Teams message:

> *"Just trying to make sure all is good with that repayment our payroll team is emailing you and leadership about. Call me when you can"*

Plaintiff responded by Microsoft Teams message on June 17, 2026 at 11:16 a.m. Central:

*"Hi Luke sorry about that. About the repayment agreement that was transmitted by a member of the commission payout team on May 7, 2026. I already have an existing legal dispute with them that is active in court, so I have been told I cannot sign anything at this time. I'm unable to discuss the matter any further. Thanks."*

Plaintiff disclosed only the existence of an active legal dispute and expressly declined to discuss the matter further. This communication became necessary solely because Defendant's May 29, 2026 repayment demand copied Plaintiff's manager and because, in Mr. [redacted] words, Defendant's payroll personnel were emailing Plaintiff and leadership about the repayment.

**INTERROGATORY NO. 3 SUPPLEMENT:**

**DEFENDANT'S QUESTION:**

> *"Identify all facts and documents which support your allegation as set forth in Paragraph 6 of your complaint that Plaintiff was neither informed in advance of the deductions you allege occurred nor provided with any written agreement authorizing such deductions."*

**SUPPLEMENTAL RESPONSE:**

The allegations referenced in the original Paragraph 6 are embodied in the operative [redacted] Amended Complaint at paragraphs 1, 2, 4, 15 through 22, 80 through 110, 117 through 120, and 142 through 175a, including Schedule A. Plaintiff supplementally identifies two additional items developed since Plaintiff's First Supplemental Answers.

First, Plaintiff identifies the compensation-plan acknowledgment walkthrough document attached to the March 27, 2026 company-wide email from Mike D., [redacted] Senior Director of Global Compensation, the officer responsible for administering Defendant's compensation plans. The attached document bears the internal title "2026 CDW Sales Compensation Plan Distribution" and sets out a step-by-step portal process by which a coworker receives an email link, logs in, scrolls to view the Sales Compensation Plan Document, and applies a digital signature to acknowledge that the coworker has received, read, and understood the plan and the associated policies and business rules. In the transmitting email, Mr. D. [redacted] states that this acknowledgment process is being implemented "beginning this year" and describes obtaining a copy of the plan and a signed acknowledgment as a "best practice" that "helps ensure clarity and shared understanding of plan terms and expectations." The implementation of this portal-based furnishing-and-acknowledgment mechanism for the first time in 2026 corroborates Plaintiff's allegation that Defendant furnished no comparable written notice or acknowledgment of the rate and terms of pay at the time of Plaintiff's March 27, 2023 acceptance of the CDWG sales role.

Second, Plaintiff identifies the internal case-close finding issued by Defendant following Plaintiff's internal complaint, which states as follows:

> *"There was no evidence of additional information shared or time spent to help Marcellus understand the difference between SCC comp plans [Plaintiff's prior compensation plan] and Federal Comp plan specifically."*

The same finding further states that Plaintiff's leaders could have taken extra time to ensure that Plaintiff understood thoroughly the difference between his prior plan and the plan into which he transferred. This internal finding is a party admission that Defendant did not furnish Plaintiff with adequate contemporaneous disclosure or explanation of the compensation terms governing his transferred role.

In application, this evidence goes directly to the statutory notice Defendant owed Plaintiff and did not provide. Under Section 10 of the Illinois Wage Payment and Collection Act, 820 ILCS 115/10, Defendant was required to notify Plaintiff, at the time of hiring, of the rate and terms of his pay, and, whenever possible, to do so in writing acknowledged by both parties, and to notify Plaintiff of any change in those arrangements prior to the time of change. As pleaded in the operative complaint, Plaintiff's assumption of the CDWG sales role, governed by materially different compensation terms including the goal modifier, was a time of hiring for purposes of that written-notice requirement, and Defendant furnished no such notice of the rate and terms of pay when Plaintiff accepted the role on March 27, 2023. To the extent Defendant instead characterizes the transfer as a continuation, Section 10 independently required notice of the change prior to the time of change, and the Act's implementing regulation provides that an employer may not rely on an employee's continued employment as consent to an adverse modification of the rate of compensation where the employee was not notified of the change. See 56 Ill. Adm. Code 300.630(d). Had the 2026 furnishing-and-acknowledgment mechanism been in place when Plaintiff accepted the CDWG role, it would have supplied precisely the written notice, acknowledged by both parties, that Section 10 contemplates; its adoption for the first time in 2026 confirms that such notice was feasible and was not provided to Plaintiff at the operative time. Its absence is the factual predicate for Plaintiff's Illinois Wage Payment and Collection Act claim and completes the picture of the half-truths pleaded in Count II for fraudulent concealment, in that

Defendant conveyed partial compensation information while concealing the operation of the goal modifier.

The supplemental matters identified herein are illustrative and do not represent the full universe of evidence supporting the allegation.

**INTERROGATORY NO. 5 SUPPLEMENT:**

**DEFENDANT'S QUESTION:**

> *"Describe in detail every oral or written statement made by Defendant or its agents that you contend constitutes an admission or declaration against interest, or on which you intend to rely as evidence or support for any of your claims."*

**SUPPLEMENTAL RESPONSE:**

Plaintiff supplementally identifies the following additional admissions and declarations against interest.

First, Plaintiff identifies the judicial admissions contained in Defendant's own Answer and Affirmative Defenses filed July 23, 2025. In its First Affirmative Defense, Defendant admits:

> *"Plaintiff was hired by CDW Direct, LLC on June 21, 2021, and his compensation was governed by plans not at issue in his Complaint. Effective May 7, 2023, Plaintiff transferred to a sales role in CDW Government LLC ("CDWG") selling to the Department of Defense, Army Programs, and CDW Government LLC became his employer."*

This is a binding judicial admission that CDW Direct, LLC and CDW Government LLC are distinct corporate employers and that Plaintiff's transfer between those entities changed his employing entity, such that CDW Government LLC became his employer upon the May 7, 2023 transfer. A deliberate factual concession in a party's pleading is a judicial admission that is binding and conclusive upon the pleader. As set forth in Plaintiff's Notice of Supplemental Authority, federal authority within Defendant's own corporate family confirms the legal significance of this admission. See CDW, LLC v. NeTech Corp., No. 1:10-cv-00530-SEB-DML (S.D. Ind. Feb. 16, 2012) (holding that transfers of employment between distinct CDW subsidiaries mark the end of employment with one entity and the beginning of employment with another, and that the entities are separate and distinct notwithstanding common ownership).

The admission binds Defendant precisely as to the issue Defendant has itself placed in dispute. In its Motion to Dismiss filed March 17, 2026, Defendant relies upon the CDW Direct, LLC offer letter, and upon onboarding acknowledgments that define "CDW" to mean CDW Corporation and all of its subsidiaries, to assert that Plaintiff is an at-will employee whose compensation Defendant could change unilaterally, contending that the question of which CDW entity employed him has no bearing. Defendant's own admission that CDW Government LLC is the distinct entity that became Plaintiff's employer forecloses that position: the instruments of a separate entity, CDW Direct, LLC, cannot supply the CDW Government LLC written notice the Illinois Wage Payment and Collection Act requires, nor the CDW Government LLC disclosure Plaintiff alleges was owed and withheld. Moreover, even the CDW Direct, LLC offer letter on which Defendant relies does not authorize any change to Plaintiff's compensation without notice; it provides only that compensation plans are subject to change at CDW's discretion, which does not displace Defendant's duty under Section 10 of the Act to notify Plaintiff of any change in the rate and terms of pay prior to the time of change.

Second, in the same First Affirmative Defense, Defendant admits the operation of the goal-modifier mechanism that is the subject of Plaintiff's claims. Defendant admits that account managers are paid on two components, the second of which is:

*"commissions adjusted up or down by a goal modifier."*

Defendant further admits the directional operation of that mechanism upon an account manager's pay:

*"If an account manager is below goal, commissions are reduced by a defined percentage."*

Plaintiff has never agreed to be compensated through a goal modifier, and no written authorization for the reduction of his commissions, as required by Section 9 of the Illinois Wage Payment and Collection Act, 820 ILCS 115/9, exists or was ever furnished to Plaintiff. Plaintiff relies upon the foregoing statements as admissions because the parties are in agreement as to what these statements describe: that the goal-modifier mechanism operated to reduce Plaintiff's commissions during his CDWG sales role. Plaintiff does not adopt any characterization advanced by Defendant, and does not adopt Defendant's calculation of any amount, all of which remains subject to prove-up and full determination of damages. The admission on which Plaintiff relies is Defendant's concession that the mechanism reduced his commissions. That concession, coupled with the absence of any agreement or written authorization, is central to Plaintiff's claims that the reductions were unauthorized and undisclosed.

Third, Plaintiff identifies the May 29, 2026 written statement of LeAnn K., [redacted] transmitted from a CDW, LLC address to Plaintiff's CDW Government LLC address, conceding that the entity named in the operative repayment instrument previously transmitted to Plaintiff was improper. Ms. K. [redacted] states:

> *"Since sending that email, I understand you have noted the agreement references CDW Inc. This was a misnomer. The Repayment Agreement has been updated and attached."*

Plaintiff has never corresponded with Ms. K. [redacted] and never communicated any objection to her. Plaintiff's objection to the improper entity identification was made solely in a written demand served upon Defendant's counsel of record. Ms. K.?s [redacted] stated awareness of that objection therefore reflects that Plaintiff's litigation communication to Defendant's counsel was conveyed to the business-side personnel administering the repayment demand, connecting Defendant's litigation defense to the ongoing collection effort against Plaintiff. This statement is an admission that the entity identified in the May 7, 2026 "Overpayment Acknowledgement and Repayment Agreement," by which Defendant sought to recoup from Plaintiff's wages the asserted commission overpayment arising from the return of customer order [redacted], was improperly identified. Rather than correcting the instrument to name the entity that Defendant's own Answer admits became Plaintiff's employer, CDW Government LLC, the revised instrument identifies the counterparty only by the unadorned designation "CDW," stating:

> *"This Commission Overpayment Agreement is made and entered into by and between CDW and Marcellus Long."*

Plaintiff relies upon this sequence as an admission that Defendant's repayment demand rested upon an improperly identified entity, and that the attempted correction substituted a generic designation that identifies no specific legal entity. As set forth in Plaintiff's Notice of Supplemental Authority, federal authority within Defendant's own corporate family has already addressed the insufficiency of the unadorned designation "CDW" to identify a party. See CDW, LLC v. NeTech Corp., No. 1:10-cv-00530-SEB-DML (S.D. Ind. Feb. 16, 2012). The supplemental matters identified herein are illustrative and do not represent the full universe of statements on which Plaintiff intends to rely.

**INTERROGATORY NO. 6 SUPPLEMENT:**

**DEFENDANT'S QUESTION:**

> *"Identify all facts and documents which support your allegation as set forth in Paragraph 6 of your complaint that Plaintiff's earned compensation, including commissions that had already been deemed earned, was subjected to unauthorized and undisclosed deductions that reduced the amounts ultimately paid to Plaintiff, and provide the date, time and location for each alleged action taken."*

**SUPPLEMENTAL RESPONSE:**

The allegations referenced in the original Paragraph 6 are embodied in the operative [redacted] Amended Complaint at paragraphs 2, 4, 25 through 30, 38 through 49, 50 through 57, 142 through 175a, and Schedule A, which plead constructive fraud and fraudulent concealment. Plaintiff supplementally identifies the revised "Overpayment Acknowledgement and Repayment

Agreement" transmitted May 29, 2026, which is the operative instrument by which Defendant seeks reductions of Plaintiff's wages. That instrument states:

> *"CDW will correct my advance overpayment by reducing all my future earnings by 50% or 100% until the entire amount is recouped. This deduction will begin with my 07/31/26 commissions paycheck."*

The instrument demands that Plaintiff consent, by a stated deadline, to reductions of fifty percent or one hundred percent of his future earnings, or in the alternative to satisfy the asserted debt by personal check, in favor of the unadorned entity "CDW." Plaintiff, who has more than ten years of professional sales experience, identified this demand as highly abnormal. No pre-existing written authorization for any such reduction exists, and Plaintiff never agreed to any commission advance, goal modifier, or other modification of his compensation. The instrument further directs Plaintiff to policies that were never furnished to him, including a business rule Defendant titles "Definition of Earned Commissions," which Defendant's First Affirmative Defense represents was issued March 1, 2014. In the filing served immediately before the repayment demand, Plaintiff expressly stated that he had never received or agreed to the commission-advance terms Defendant references. Defendant responded by transmitting an instrument that seeks to hold Plaintiff to those very undisclosed terms and to convert a customer's product return into a personal debt enforceable against Plaintiff's wages or by personal check.

Plaintiff never agreed, at his transfer or at any time, that a customer's product return could be converted into a personal debt enforceable against him. Had that term been disclosed to Plaintiff before he accepted the CDWG role, he would not have accepted it, which goes directly to Plaintiff's constructive-fraud claim.

The reductions Defendant demands are unauthorized on their face under Illinois law. Section 9 of the Illinois Wage Payment and Collection Act, 820 ILCS 115/9, prohibits deductions from wages unless they are required by law, to the benefit of the employee, made pursuant to a valid wage assignment or wage deduction order, or made with the express written consent of the employee given freely at the time the deduction is made. None of these conditions is satisfied. Defendant instead seeks to extract prospective consent under threat, which is not consent given freely at the time of the deduction. In addition, a demand to withhold fifty percent or one hundred percent of Plaintiff's earnings would reduce Plaintiff's pay below the applicable minimum wage, which is $15.00 per hour under the Illinois Minimum Wage Law, 820 ILCS 105, and $17.05 per hour in the City of Chicago effective July 1, 2026. A deduction that benefits the employer may not lawfully reduce an employee's wages below the applicable minimum wage. The demanded reductions therefore could not be lawfully effected even through proper process, which further establishes that they are unauthorized.

These facts support Plaintiff's claims of constructive fraud and fraudulent concealment: Defendant concealed the goal-modifier mechanism and the associated business rules at the time of Plaintiff's transfer, never furnished the governing documents, never obtained Plaintiff's agreement or written authorization, and now seeks to enforce those concealed terms retroactively against Plaintiff's earnings. The instrument arises from a retroactive reallocation of a negative gross-profit adjustment associated with the return of order [redacted] into the January 2026 performance period, as further described in Plaintiff's prior supplemental answers. The supplemental matters identified herein are illustrative and do not represent the full universe of evidence supporting these allegations.

**INTERROGATORY NO. 10 SUPPLEMENT:**

**DEFENDANT'S QUESTION:**

> *"Identify and describe in specific detail each and every act of retaliatory conduct you allege was committed by Defendant as set forth in Paragraph 9 of your complaint, including but not limited to: hostility, animosity, and other treatment adverse to your employment and professional standing and identify the date, time, location and persons involved in such acts and what was done or said by each person present."*

**SUPPLEMENTAL RESPONSE:**

The allegations referenced in the original Paragraph 9 are embodied in the operative [redacted] Amended Complaint at paragraphs 3, 61 through 73, and 203 through 213. Count VI of the operative complaint is pleaded under 820 ILCS 115/14(c), which prohibits an employer from "discharging or in any other manner discriminating against" an employee for engaging in protected wage-complaint activity. Plaintiff pleads the "discriminating against" prong.

On January 18, 2024, Plaintiff filed a formal internal complaint (his EthicsPoint complaint, attached as Exhibit 7 to the operative [redacted] Amended Complaint) that both complained of the goal-modifier wage reductions and formally requested, as its second enumerated request for relief:

> *"Transfer to a new sales team that does not employ the goal modifier in the compensation plan."*

Defendant thereafter admitted, in its position statement submitted to the Illinois Department of Labor in response to Plaintiff's wage claim (Claim No. 24-0004707), both that Plaintiff made this request and that Defendant denied it:

*"CDWG also admits that Claimant requested that he be moved to a new sales team that does not have a goal modifier as part of the compensation plan and that CDWG declined the request since there had been no violation of policy or inappropriate treatment by Claimant's leadership team."*

This is a party admission of decisive significance, and Plaintiff relies upon it heavily. Defendant admits that Plaintiff requested reassignment away from the very compensation mechanism that was the subject of his wage complaint, and admits that Defendant denied that request. Defendant's stated reason grounds the denial directly in Defendant's own adjudication of Plaintiff's wage complaint. Under 820 ILCS 115/14(c), an employer may not "in any other manner discriminate against" an employee because the employee has complained that he has not been paid in accordance with the Act. Defendant's admitted rationale, that it declined the requested reassignment because it had determined there was no violation, ties the adverse action to Plaintiff's protected complaint that he was not being paid in accordance with the Act. The admission thereby supplies, in Defendant's own words, the causal connection between Plaintiff's protected activity and the adverse employment action that is the core of a claim under the discriminating-against prong.

Defendant has further discriminated against Plaintiff within the meaning of Section 14(c) by subjecting him to terms and conditions of employment that are highly unusual and that were never imposed upon him before he engaged in protected activity. The repayment demands transmitted May 7, 2026 and May 29, 2026 sought to impose upon Plaintiff personal debt liability arising from a customer's product return, to condition his compensation upon his consent to the withholding of fifty or one hundred percent of his earnings, and to subject him to the threat of collection proceedings brought by his own employer against him. Plaintiff had never been subjected to such terms and conditions of employment at any point before his protected wage complaints. Plaintiff found each such transmission unwelcome and offensive, and promptly emailed Defendant's counsel of record to formally state his objection to the demand. Defendant nonetheless persisted, renewing the demand on May 29, 2026. The imposition of these abnormal and adverse terms and conditions of employment, occurring because of and following Plaintiff's protected complaints and continued over Plaintiff's formal objection, is itself discrimination prohibited by Section 14(c).

Plaintiff further identifies the May 29, 2026 renewed demand as additional continuing conduct responsive to this interrogatory. Following Plaintiff's protected litigation activity, LeAnn [redacted] renewed the repayment demand described above and set a new response deadline of June 9, 2026, perpetuating the same financial pressure during the pendency of this litigation. The supplemental matters identified herein are illustrative.

**INTERROGATORY NO. 12 SUPPLEMENT:**

**DEFENDANT'S QUESTION:**

> *"Identify any and all evidence you have to support your allegation that Plaintiff continues to suffer harm as a result of Defendant's actions, including financial loss and emotional distress."*

**SUPPLEMENTAL RESPONSE:**

Plaintiff's harm is continuing and accruing as of the date of this supplement. The May 29, 2026 renewed demand establishes that Defendant continues to seek reductions of Plaintiff's earnings during the pendency of this litigation, renewing a demand first transmitted May 7, 2026 and extending the response deadline to June 9, 2026. The continuing harm includes financial pressure to enter into an instrument identifying a counterparty that is not Plaintiff's admitted employer, financial pressure to consent to reductions of fifty percent or one hundred percent of future earnings for which no written authorization exists, the threat that Defendant will initiate collection proceedings against its own employee, the chilling effect on Plaintiff's continued exercise of his protected rights, and the associated emotional distress arising from the temporal proximity of Defendant's demands to Plaintiff's protected activity.

Defendant specifically requests elaboration on Plaintiff's ongoing emotional distress. Plaintiff found each repayment transmission unwelcome and offensive, and promptly objected in writing to Defendant's counsel, yet Defendant persisted and renewed the demand. Being pursued by his own employer for a personal debt arising from a customer's product return, and being threatened with the withholding of half or all of his earnings and with collection proceedings, has caused Plaintiff sustained anxiety, distress, and a persistent sense of insecurity regarding his livelihood and his ability to meet his financial obligations. This distress is ongoing rather than isolated. Each renewed demand revives it, and the most recent demand, transmitted May 29, 2026 with a June 9, 2026 deadline, carried that distress into the pendency of this litigation. The indignity of being treated as personally liable for an ordinary business loss, after more than a decade of professional sales work in which Plaintiff had never encountered such treatment, compounds the emotional harm. Plaintiff continues to experience this distress as of the date of this supplement.

Plaintiff further states that Defendant's conduct supports an award of punitive and exemplary damages. The imposition upon a frontline sales employee of a personal debt obligation for a customer's product return, enforceable by fifty or one hundred percent withholding of earnings or by personal check, together with the threat of collection proceedings by an employer against its own employee, arising from a compensation mechanism that was concealed and never authorized in writing, and renewed in direct proximity to Plaintiff's protected activity, constitutes outrageous conduct evincing a conscious disregard for Plaintiff's rights. Under Illinois law, punitive damages are recoverable where a defendant's conduct is willful and wanton, fraudulent, or so outrageous as to evince a conscious disregard for the rights of others. Plaintiff's claims of constructive fraud and fraudulent concealment, taken together with the retaliatory character of Defendant's demands, place Defendant's conduct within that standard. The supplemental matters identified herein are illustrative of continuing harm and of the basis for exemplary relief, and do not represent the full universe of damages or evidence Plaintiff intends to present.

**INTERROGATORY NO. 14 SUPPLEMENT:**

**DEFENDANT'S QUESTION:**

> *"Identify, by full name, address, telephone number and email address, any and all current or former employees of Defendant with which you have had any communication or contact with regarding the allegations in your complaint. Include when the conversation took place."*

**SUPPLEMENTAL RESPONSE:**

Plaintiff supplements his prior answer to identify Luke [redacted] Plaintiff's current CDW Government LLC manager, as an additional current employee of Defendant with whom Plaintiff has had a communication touching on this dispute. That communication, which occurred on June 17, 2026 and which Plaintiff did not initiate, is described in full in Plaintiff's Second Supplemental Answer to Interrogatory No. 2 above and is incorporated here by reference. Plaintiff disclosed only the existence of an active legal dispute and declined to discuss the matter further.

These supplemental answers are provided without waiving any objections previously asserted in Plaintiff's original answers and without limitation of Plaintiff's right to introduce additional evidence at trial or in support of dispositive motions. Plaintiff further reserves the right to amend or supplement his complaint, including to conform the pleadings to the evidence developed in discovery. Plaintiff respectfully reminds Defendant of its corresponding continuing duty under Rule 213(i) to supplement its own discovery responses.

**VERIFICATION**

I, Marcellus Long, certify under penalties of perjury pursuant to 735 ILCS 5/1-109 that the foregoing supplemental answers are true and correct to the best of my knowledge and belief.

**/s/ Mr. Marcellus Long, MBA**

Marcellus Long, MBA | Pro Se Plaintiff | 1 E. Erie St., Suite 525-2420, Chicago, IL 60611

legal@marcelluslong.com | (312) 469-0683 | Dated: July 16, 2026

---

**CERTIFICATE OF SERVICE**

The undersigned certifies that on or around July 16, 2026, a true and correct copy of the foregoing Plaintiff's Second Supplemental Answers to Interrogatories was served upon Defendant's counsel of record at FordHarrison LLP via email to JZeid@fordharrison.com, JOConnor@fordharrison.com, and CThorstenson@fordharrison.com in compliance with Illinois Supreme Court Rule 11.

**/s/ Mr. Marcellus Long, MBA**