

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

FILED
1/2/2026 4:13 PM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2025L007458
Calendar, W
36000010

MARCELLUS LONG,)
)
Plaintiff,) Case No. 2025L007458
)
v.) Judge Thomas M. Donnelly
)
CDW GOVERNMENT, LLC.,) Calendar W
)
Defendant.)

DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO SERVE
SUPPLEMENTAL DISCOVERY

Defendant, CDW Government, LLC. ("CDWG" or "Defendant"), submits this memorandum of law in opposition to Plaintiff Marcellus Long's ("Long" or "Plaintiff") Motion to Serve Supplemental Discovery and states as follows:

STATEMENT OF FACTS

1. On June 10, 2025, Plaintiff filed his Complaint with this Court.
2. On June 20, 2025, Plaintiff served on Defendant Plaintiff's First Requests for Production.
3. On July 31, 2025, this Court ordered that the parties would each have 30 days (until August 28, 2025) to issue written discovery and set written discovery to end on September 19, 2025.
4. On July 31, 2025, this Court granted Plaintiff's Motion to Compel Defendant's discovery responses to Plaintiff's First Requests for Production.
5. On September 2, 2025, Defendant provided its Answer to Plaintiff's First Requests for Production.

6. On August 27, 2025, Plaintiff served his first Set of Requests to Admit upon Defendant's.

7. On August 28, 2025, Defendant served its First Set of Interrogatories and First Requests for Production of Documents upon Plaintiff.

8. On September 3, 2025, Plaintiff served his revised First set of Requests to Admit.

9. On September 19, 2025, written discovery closed, without objection from either party.

10. On September 29, 2025, Plaintiff provided his Response to Defendant's First Requests for Production and Defendant's First Set of Interrogatories.

11. On October 1, 2025, Defendant served its verified responses to Plaintiff's First set of Requests to Admit.

12. On November 14, 2025, Plaintiff filed his Motion for Leave to Serve Supplemental Discovery. In that motion Plaintiff proposes to serve an additional 30 Requests to Admit, 8 Interrogatories, containing at least 26 distinct additional subparts, as well as 19 new Requests for Production of documents, with at least 91 distinct additional subparts. (*See Def. Ex. 1, Plaintiff's Proposed discovery Requests.*)

13. On December 3, 2025, the Court entered an order among other things giving Defendant 30 days, until January 2, 2026, to respond to Motion for Leave to Serve Supplemental Discovery.

INTRODUCTION

Plaintiff filed his Motion to allow Supplemental Discovery asking this Court to (i) grant Plaintiff leave to serve his proposed supplemental discovery attached as Exhibits A, B and C; (ii) direct Defendant to answer the supplemental Interrogatories, respond to the supplemental

Document Requests, and answer the supplemental Requests to Admit within twenty-eight days of the Court's order; and (iii) modify any existing discovery deadlines under Supreme Court Rule 218. (*See Def. Ex. 1, Plaintiff's Proposed discovery Requests.*) Plaintiff's motion for Supplemental Discovery should be denied; the window for written discovery has passed and Plaintiff has not demonstrated any good cause for re-opening written discovery. Alternatively, if the Court does find Plaintiff has good cause to re-open discovery, it should substantially limit the discovery requests Plaintiff is permitted to propound as the current proposed discovery does not comply with the rules regarding written discovery, is not proportional to the needs of the case, and is unfairly burdensome on Defendant.

ARGUMENT

In filing his Motion to allow Plaintiff to issue supplemental discovery, past the deadline to do so, Plaintiff cites Illinois Supreme Court Rule 218, asking this Court to modify the discovery deadline for good cause. (*P's. Mot. at 4.*) Plaintiff is incorrect in his understanding of the rule, Plaintiff lacks good cause to re-open discovery, and his proposed discovery is improper.

I. PLAINTIFF'S MOTION TO SERVE SUPPLEMENTAL DISCOVERY INCORRECTLY INVOKES ILSC RULE 218.

Plaintiff and Defendant were already each afforded ample time to conduct written discovery and Plaintiff's Motion incorrectly interprets Illinois Supreme Court Rule 218. On July 31, 2025, this Court ordered that the parties would each have 30 days, until August 28, 2025, to issue written discovery. Written discovery ended on September 19, 2025. Neither party objected to this schedule, nor was any extension requested during the period for written discovery. Both parties had ample opportunity to, and did, issue their own discovery requests.

Plaintiff goes on to argue that ILSC Rule 218 authorizes the Court to modify prior discovery deadlines for good cause. (*P's. Mot. at 4.*) Plaintiff is incorrect, as the phrase "good

cause” appears only once in the committee notes as it relates to deposition going beyond three hours, not written discovery. ILSC Rule 218.

II. PLAINTIFF’S MOTION TO SERVE SUPPLEMENTAL DISCOVERY IS UNTIMELY, LACKS GOOD CAUSE, AND IS UNFAIRLY PREJUDICIAL TO THE DEFENDANT.

Alternatively, accepting that the Court may, at its own discretion, re-open the period for written discovery once it has passed, Plaintiff has still not stated good cause upon which the Court should act. (*P’s. Mot. at 4.*) The Court should not grant Plaintiff the ability to conduct additional discovery since Plaintiff’s justification for good cause is vague at best and lacks substance. See *Wynne v. Loyola*, 318 Ill.App.3d 443, 455, 251 Ill.Dec. 782, 741 N.E.2d 669 (2000) (holding that the trial court did not abuse its discretion for not permitting the plaintiff to conduct additional discovery).

Although vague, Plaintiff appears to argue that good cause exists for several reasons. Plaintiff claims that his First Amended Complaint (now stricken by Court order) clarifies claims and damages that postdate the initial discovery period, he claims he is entitled to more discovery since Defendant’s admitted, in response to the 30 Requests to Admit Plaintiff already served, that there is no charter for “The Commish”; and third, that many of the topics at issue are in Defendant’s possession and therefore he is entitled to issue supplemental discovery. Each of Plaintiff’s asserted reasons for good cause lacks merit and thus his Motion for Supplemental discovery should be denied.

First, Plaintiff’s argument that he has included new claims and theories that postdate the initial discovery period, including emotional damages, student loan default, and retaliation occurring in 2024, are not newly acquired facts. (*P’s. Mot. at 4-5.*) Plaintiff provides no indication or support as to what these new claims are and how that information was not available to him previously. Plaintiff has had ample time to conduct discovery on all his claims of retaliation. In fact, he included a retaliation claim already in his original Complaint. (*P’s. Comp.*

at 4-5.) Further, despite his statement that his emotional-distress damages are newly added to his Amended Complaint, Plaintiff's own original Complaint states that he is seeking "emotional distress damages as part of the compensatory damages for retaliation." (*P's. Comp. at 5.*) All of this allegedly new information was already in Plaintiff's possession and he chose not to act on it.

Second, Plaintiff's claim that Defendant's admitting that there is no charter for a group called "The Commish" in its response to Plaintiff's First Requests for Admission is now grounds to suddenly re-open the written discovery period are without merit. Defendant provided Plaintiff with this information when Defendant provided its Answer to Plaintiff's First Requests for Admission.

Plaintiff's argument that many of the topics at issue are in Defendant's possession is vague, conclusory and not grounds to re-open written discovery. Plaintiff does not explain what these "records" he needs are, nor how they were unavailable to him during the Court ordered period to issue written discovery. Plaintiff could have asked Defendant's for documents related to the topics he alleges are at issue in his motion but simply chose not to. This is not good cause to re-open written discovery.

Further, Defendant would be unfairly prejudiced by being forced to conduct further written discovery. Defendant has already expended great effort in responding to Plaintiff's discovery requests, motions, and various Complaints and will supplement its responses as all parties are required to do. As discussed above, Plaintiff already knew all of the information he claims to have suddenly become aware of and had ample time and opportunity to investigate his allegations. Plaintiff did not ask this Court for a timely extension to conduct further discovery and already had all the information he claims is new, therefore his motion should be denied.

III. PLAINTIFF'S PROPOSED SUPPLEMENTAL DISCOVERY VIOLATES ILSC RULES FOR DISCOVERY.

For the sake of argument, if the Court were to grant Plaintiff a limited window to conduct further discovery, Plaintiff's proposed discovery does not comply with the rules for written discovery laid out in ILSC Rules 201K, 213, 214, and 216. Despite his claim that he seeks leave to serve narrowly tailored supplemental discovery, Plaintiff's proposed supplemental discovery is anything but narrowly tailored.

To start, Plaintiff's proposed First Set of Interrogatories to Defendant are well over the 30-interrogatory limit. (*P's. Mot. Ex. A.*) Rule 213 states that each party may issue no more than 30 interrogatories, including sub parts, absent a showing of good cause. ILSC Rule 213(c). Interrogatory 1 that Plaintiff seeks to issue is representative of how Plaintiff proposed discovery violates Rule 213:

In response to Plaintiff's First Requests to Admit, CDW Government LLC admitted that, within the last 5-10 years, at least one employee other than Plaintiff has complained about the Goal Modifier. For the period from January 1, 2015, through the present, state the total number of employees of CDW Government LLC (other than Plaintiff) who have made a complaint, grievance, inquiry, or request for clarification concerning: the Goal Modifier; any equivalent mechanism by which commissions or amounts calculated for an employee by applying a commission rate to gross profit are reduced after that calculation; or compensation / goaling / quota practices as they relate to commission payouts or commission deductions.

For this Interrogatory:

(1) Include complaints or inquiries made verbally, in writing, via email, chat, hotline, EthicsPoint, HR/CWS, or any other reporting channel, including complaints made to managers, team leads, directors, or HR business partners.

(2) For each such complaint or inquiry, identify:

the month and year of the complaint;

the employee's job title at the time (you may omit the employee's name and instead assign an anonymized identifier if you wish to protect privacy);

the channel of the complaint (for example, manager, HR/CWS, EthicsPoint, hotline, or other); and

whether CDWG determined that any refund, adjustment, or plan change was warranted as a result of the complaint, and, if so, describe the nature of any refund or adjustment.

(3) For subparts (a), (b), and (c) above, provide the total count of distinct complainants and

distinct complaint events.

(*P's. Mot. Ex. A.*)

This is just one example from Plaintiff's proposed interrogatories, which are grossly overbroad, unduly burdensome, vague and seek irrelevant information. Plaintiff's proposed interrogatories each contain similarly confusing and improper subparts. Further, Plaintiff has not argued he has good cause to go over the 30-interrogatory limit in Rule 213.

Likewise, Plaintiff's supplemental Requests for Production flaunts the rules of discovery. For example, despite his claim that he is only seeking to serve narrowly tailored supplemental discovery, Plaintiff's proposed Request No. 19 is over six pages long and seeks to have Defendant:

Produce all non-privileged audio recordings, video recordings, transcripts (including AI-generated or auto-generated transcripts), in-meeting chat logs, post-meeting summaries, call detail records, attendance/participant reports, internal notes, tickets, and other digital artifacts for any Microsoft Teams, Webex, Cisco desk phone/softphone, or similar platform sessions that correspond to, or fall within the time windows of, the following meetings and calls involving Plaintiff and/or the CDWG personnel identified below, to the extent such materials exist and are reasonably retrievable.

For avoidance of doubt, this Request expressly includes (a) any meeting or conference that Plaintiff joined by dialing in from his CDWG Cisco desk phone or work line; and (b) all recordings and call data for such dial-in connections.

(A) Sessions involving Yemi O. [REDACTED] and Plaintiff

Including, without limitation, the following date and time windows (all times approximate):

January 25, 2023 – Team call with Yemi (Microsoft Teams or Webex) between 3:00 p.m. and 4:00 p.m.

March 22, 2023 – Team call with Yemi between 3:00 p.m. and 5:00 p.m.

May 9, 2023 – Team call from Yemi between 2:00 p.m. and 4:00 p.m.

May 12, 2023 – Team call with Yemi between 8:00 a.m. and 10:00 a.m.

May 17, 2023 – Team call with Yemi between 3:00 p.m. and 6:00 p.m.

May 22, 2023 – Teams call from Yemi between 9:00 a.m. and 12:00 p.m.

May 24, 2023 – Teams call with Yemi between 8:00 a.m. and 12:00 p.m.

May 26, 2023 – Team call from Yemi between 2:00 p.m. and 6:00 p.m.

June 19, 2023 – Teams call with Yemi between 3:00 p.m. and 6:00 p.m.

June 22, 2023 – Teams call from Yemi between 8:00 a.m. and 12:00 p.m., and a second call that same date between 2:00 p.m. and 4:00 p.m.

June 29, 2023 – Teams call from Yemi between 10:00 a.m. and 12:00 p.m.

July 7, 2023 – Teams call from Plaintiff to Yemi between 1:00 p.m. and 4:00 p.m.

July 11, 2023 – Teams call from Yemi between 2:00 p.m. and 5:00 p.m.

July 31, 2023 – Teams call with Yemi between 11:00 a.m. and 3:00 p.m.

August 11, 2023 – Team call from Yemi between 10:00 a.m. and 1:00 p.m.

September 13, 2023 – Teams call from Yemi between 1:00 p.m. and 3:00 p.m.

September 25, 2023 – Meeting with Yemi (Teams or Webex) at or around 3:00 p.m.

September 29, 2023 – Calls involving Yemi, including:

Call from Plaintiff's work phone to Yemi's cell phone between 11:00 a.m. and 12:00 p.m.

Call from Plaintiff to Yemi's desk phone (number ending in 6237) at approximately 12:45 p.m.

October 10, 2023 – Call from Yemi to Plaintiff's work line between approximately 9:30 a.m. and 10:00 a.m.

October 16, 2023 – Call from Yemi to Plaintiff's work line at approximately 12:45 p.m.

October 24, 2023 – Call from Plaintiff's work phone to Yemi's cell phone between approximately 2:45 p.m. and 4:00 p.m.

November 20, 2023 – Teams call from Yemi at approximately 9:30 a.m.

November 30, 2023 – All Teams chats, calls, tickets, and other digital artifacts relating to Plaintiff's commission inquiry that day, including the Teams follow-up from Yemi stating

that he sent Plaintiff's inquiry to commissions and any associated tickets or case numbers.

December 12, 2023 – Teams call with Yemi sometime after 4:30 p.m.

December 13, 2023 – All Teams or desk-phone calls between Plaintiff and Yemi.

January 3, 2024 – Teams or Webex call with Yemi at approximately 1:00 p.m.

January 4, 2024 – All calls or Teams/Webex meetings between Plaintiff and Yemi that day.

January 16, 2024 – Any meeting(s) between Plaintiff and Yemi that day.

January 26, 2024 – Teams call from Plaintiff to Yemi after 11:00 a.m.

January 30, 2024 – All Teams/Webex calls and digital communications between Plaintiff and Yemi that day, and any digital communications (including Teams, email, or call logs) reflecting conversations about Plaintiff ordering from Carahsoft and/or conversations about Plaintiff between Yemi and Stephanie P. [REDACTED]

April 2, 2024 – Teams or Webex call with Yemi at approximately 10:00 a.m.

March 29, 2024 – Teams call from Yemi to Plaintiff after 1:00 p.m.

May 3, 2024 – Call from Yemi to Plaintiff's desk phone after 9:00 a.m. (B) Sessions involving Plaintiff and manager Josh D. [REDACTED] (including Webex link) Including, without limitation:

February 14, 2023 – Webex or similar 1:1 meeting between Plaintiff and manager Josh D. [REDACTED] in which, upon information and belief, D. [REDACTED] stated to Plaintiff words to the effect of "there is no use in keeping you around if you don't want to be here," or similar language regarding Plaintiff's continued employment.

Confirmed Webex meeting on May 1, 2023 at 2:00 p.m., titled "Josh/Marcellus Sync."

1:1 with Josh on May 10, 2023 at 3:00 p.m.

ART/IDP meeting with Josh on May 17, 2023 at 3:00 p.m. via Webex.

1:1 meeting with Josh on June 12, 2023 at 2:00 p.m. via Webex.

ART/IDP meeting with Josh on June 21, 2023 at 12:30 p.m. via Webex.

Account Cleanup Team Meeting on June 26, 2023 at 3:00 p.m. via Webex.

1:1 meeting with Josh on July 14, 2023 at 12:00 p.m. via Webex.

ART/IDP meeting with Josh on July 19, 2023 at 3:30 p.m. via Webex.

ART/IDP meeting with Josh on August 16, 2023 at 10:00 a.m. via Webex.

1:1 meeting with Josh on September 13, 2023 at 10:30 a.m. via Webex.

Phone call from Plaintiff's Cisco desk phone to Josh (Cisco extension 50348) on or about January 17, 2024 at approximately 9:45 a.m., regarding compensation.

The February 14, 2024 video call(s) and/or Webex/Teams session(s) between Plaintiff and Josh concerning Plaintiff's "Case Close" review and/or wage complaint, at any time that day. This Request expressly includes all recordings, transcripts, chat logs, attendance reports, call detail records, and back-end or archived data retrievable through CDWG's enterprise Webex instance associated with the meeting URL: <https://cdwmeet.webex.com/meet/joshdon> or any equivalent meeting ID or recurring meeting object associated with that URL, for all meetings listed above that used that Webex link.

(C) Sessions and documents regarding USACE / Davarius Peoples / ITES-3H / CHESS

Produce all recordings, transcripts, chat logs, call logs, notes, tickets, and related digital artifacts for:

The "USACE Sync" meeting held on or about June 5, 2023 at 2:30 p.m., between Plaintiff and Emily N. (the prior USACE account manager and a likely trial witness), at which N. turned over the USACE account to Plaintiff.

Any meeting titled or described as "Conversation about DoD Opportunity" with Yemi

(Webex, approximately 5:00–5:30 p.m., on or about January 2023), including any sub-chats or in-meeting notes.

Any Teams/Webex or other virtual meetings and recorded calls between Yemi O. and Cory S. and/or other CDWG leadership, regarding USACE, Davarius Peoples, ITES-3H, CHESS, or turnover/management of Plaintiff's USACE account.

Any recorded calls or digital artifacts corresponding to emails or discussions between Cory S. and "JR" (Peter K.) regarding ITES-3H and CHESS that concern Plaintiff's role, opportunities, or compensation.

(D) General (Desk-phone recording practice)

Upon information and belief, CDWG's Cisco enterprise desk-phone and softphone system routinely records calls for quality, training, compliance, or similar business purposes, and the calls and sessions identified in Parts (A)–(C) above were, upon information and belief, required to and should have been recorded by Defendant's enterprise call-recording system. Accordingly, to the extent any of the sessions listed in Parts (A)–(C) above were conducted via Cisco enterprise telephony (desk phones or softphones), this Request includes:

Any call-recording audio maintained for quality, training, compliance, or similar business purposes;

The call detail records (CDRs) showing date, time, duration, originating and receiving numbers/extensions; and

Any internal notes, follow-up tickets, or summaries created by CDWG personnel in connection with those calls.

If any recordings, transcripts, chat logs, or other digital artifacts responsive to this Request no longer exist or are no longer retrievable, produce documents sufficient to show:

when and how such data was deleted or became unavailable;

what retention policy or practice governed that deletion; and

whether any litigation hold, preservation notice, or other legal hold applied or should have applied to such data in connection with Plaintiff's wage complaint, EthicsPoint complaint, IDOL complaint, or this lawsuit.

(E) Sessions involving Plaintiff and James ("Jim") E. [REDACTED] regarding wage complaint

In addition to the sessions listed above, produce all recordings, transcripts, chat logs, call logs, notes, tickets, and other digital artifacts for:

January 22, 2024 – The initial call or virtual meeting between Plaintiff and James ("Jim") E. [REDACTED] regarding Plaintiff's wage complaint and the EthicsPoint / HR matter, including any Microsoft Teams, Webex, or Cisco desk-phone/softphone session(s) on or about that date at any time.

On or about February 14, 2024 – The "case close" review meeting between Plaintiff and James ("Jim") E. [REDACTED] regarding Plaintiff's wage complaint, including the Webex or similar virtual meeting titled "Follow up conversation," and any associated audio/video recording, transcript, in-meeting chat, post-meeting summary, or call detail record for that session.

To the extent either of these sessions involved Plaintiff dialing in from his CDWG Cisco desk phone or work line, this Request includes all associated enterprise call recordings and call detail records, as described in Section (D) above.

For avoidance of doubt, Plaintiff notes that, upon information and belief, Cisco's Webex enterprise platform supports legal hold and eDiscovery functionality that allows organizations to preserve Webex meetings content, recordings, messages, and call detail records beyond ordinary retention periods in connection with litigation or investigations. To the extent Defendant fails or

refuses to produce recordings, transcripts, call detail records, or other Webex-related digital artifacts responsive to this Request, Plaintiff expressly reserves the right to seek such information directly from Cisco Systems, Inc. (including its Webex division), and from any other relevant third party, by subpoena or other lawful process, without prejudice to Plaintiff's right to seek appropriate relief for any failure to preserve or produce such evidence.

For further avoidance of doubt, Plaintiff also notes that, upon information and belief, Microsoft 365 and Microsoft Teams provide legal hold and eDiscovery capabilities that allow organizations to preserve Teams chat messages (including 1:1 chats, group chats, and private or shared channel conversations), associated files stored in SharePoint and OneDrive, and related compliance copies of messages beyond ordinary retention periods in connection with litigation or investigations. To the extent Defendant fails or refuses to produce Teams messages, Teams-related files, or other Microsoft 365 / Teams artifacts responsive to this Request, Plaintiff expressly reserves the right to seek such information directly from Microsoft Corporation (including its Microsoft 365 and Teams divisions), and from any other relevant third party, by subpoena or other lawful process, without prejudice to Plaintiff's right to seek appropriate relief for any failure to preserve or produce such evidence.

(P's. Mot. Ex. A.)

This is just one example of Plaintiff's proposed document requests which he seeks this Court to grant him permission to issue. Such a request is beyond confusing, vague, overbroad,

unduly burdensome, irrelevant and seeks information not proportional to the needs of the case and not likely to lead to admissible evidence.

Further still, Plaintiff is seeking leave to serve 30 additional Requests to Admit upon Defendant. ILSC Rule 216 governs Requests to Admit. Section (f) states clearly that:

(f) Number of Requests. The maximum number of requests for admission a party may serve on another party is 30, unless a higher number is agreed to by the parties or ordered by the court for good cause shown. If a request has subparts, each subpart counts as a separate request.

ILSC Rule 216 (f). As noted above, on September 3, 2025, Plaintiff issued 30 Requests to Admit to Defendant to which Defendant fully responded. (*See Def. Ex. 1, Plaintiff's First Requests to Admit.*) Defendant expended great effort and resources in responding to the Requests to Admit Plaintiff issued. Defendant has not agreed to allow for further requests and Plaintiff has no good cause to issue additional Requests to Admit beyond the 30 to which Defendant responded. Further, Defendant would be unfairly prejudiced by having to respond to 30 additional requests, expending great time and effort at a high cost.

In total, Plaintiff seeks to issue an additional 30 Requests to Admit, 8 interrogatories, containing at least 26 distinct additional subparts, as well as 19 new Requests for Production, with at least 91 distinct additional subparts. Allowing Plaintiff to issue such discovery requests, well past the deadline for written discovery to be completed, would be highly prejudicial to Defendants, the proposed discovery requests he seeks to issue are clearly in violation of the Illinois Supreme Court's Rules regarding discovery, and Plaintiff lacks any good cause for such an extension.

CONCLUSION

For all the foregoing reasons, Defendant respectfully requests that Plaintiff's Motion to Issue Supplemental Discovery order be denied.

Dated: January 2, 2026

Respectfully submitted,

CDW GOVERNMENT, LLC.,

s/Joel Zeid

Attorney for Defendant
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Phone: [REDACTED]

Fax: [REDACTED]

Cook County Atty No. 43346

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that on January 2, 2026, they electronically filed the foregoing **DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION TO ISSUE SUPPLEMENTAL DISCOVERY** with the Clerk of the Circuit Court of Cook County, Illinois, Law Division, by using the Odyssey EfileIL system.

The undersigned, an attorney, further certifies that the following *pro se* plaintiff, is a registered service contact on the Odyssey eFileIL system, and thus will be served a copy of the foregoing **RESPONSE** via the Odyssey eFileIL system:

Marcellus Long (legal@marcelluslong.com)

Under penalties as provided by law pursuant to section 1-109 of the Illinois Code of Civil Procedure, I certify that the statements set forth in this instrument are true and correct to the best of my knowledge, information, and belief.

s/Joel Zeid
Attorney for Defendant
Joel Zeid

Joel Zeid (IL ARDC #6340061)
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Cook County Atty No. 43346

EXHIBIT 1

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2025L007458
Calendar, W
35388545

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, LAW DIVISION

MARCELLUS LONG

Plaintiff,

VS.

CDW GOVERNMENT LLC.

Defendant.

Case No.: 2025L007458

DATE: December 2, 2025
TIME: 9:00 AM

Judge: Hon. Thomas More Donnelly
Trial Date: Unassigned

GOVERNMENT LLC

Plaintiff, Marcellus Long (“Plaintiff”), pursuant to Illinois Supreme Court Rule 213, serves the following First Set of Interrogatories on Defendant CDW Government LLC (“CDWG”).

DEFINITIONS

The following definitions apply to all Interrogatories unless otherwise specified:

1. “Plaintiff” means Marcellus Long, and any agent or representative of Marcellus Long.
2. “Defendant” or “CDWG” means CDW Government LLC, and any agent, employee, or representative acting on its behalf.
3. “Goal Modifier Amount” means the specific dollar amount shown in red, parentheses, and in the far-right column of the ICM dashboard commission summary, on the line item labeled “Goal Modifier,” which resulted in a modification of Plaintiff’s commission payout on the final page.

4. "Compensation Plan" means any written or oral agreement, policy, or document in effect on Plaintiff's compensation, wages, or commissions for the period in question.
5. "Document" means any tangible item, including writings, drawings, graphs, charts, photographs, sound recordings, images, or stored electronic data.
6. "Identify" or "Identification" of a person means stating their full name, job title, last known business address, and current relationship to CDWG.
7. "Communication" means any form of transmission or exchange of information, including but not limited to email, text message, instant message, written letter, or verbal conversation.

INSTRUCTIONS

1. These Interrogatories are propounded pursuant to Illinois Supreme Court Rule 213. Each Interrogatory shall be answered separately and fully in writing and under oath within the time prescribed by the Illinois Supreme Court Rules.
2. In these Interrogatories, "You" and "CDWG" refer to Defendant CDW Government LLC and any of its officers, directors, employees, agents, representatives, or other persons acting or purporting to act on its behalf.
3. If You contend that You cannot answer any Interrogatory in full, answer the Interrogatory to the extent possible, specify the portion that cannot be answered, and state with particularity the reasons You cannot answer the remainder, including whether the inability is based on lack of knowledge, lack of information, or an asserted objection.
4. If, after a reasonable inquiry, the information known or readily obtainable by You is

insufficient to permit a complete answer, so state and describe in general terms what efforts were made to obtain the information.

5. If You object to any Interrogatory or portion thereof, state the specific ground(s) for the objection and answer all non-objected-to portions of that Interrogatory.

6. Where an Interrogatory requests that You “Identify” a person, provide that person’s full name, job title, last known business address, and current relationship to CDWG, unless otherwise agreed or ordered by the Court.

7. Where an Interrogatory requests that You “Identify” a document, provide the type of document, its date (or approximate date), the general subject matter, and its present or last known custodian or location.

8. If You answer any Interrogatory by referring to business records pursuant to Illinois Supreme Court Rule 213(d), You shall identify the specific documents by Bates number or other precise identifier and the location where such documents may be found so that Plaintiff may locate them as readily as You can.

9. These Interrogatories are continuing in nature. If, after serving Your answers, You obtain or become aware of additional responsive information that renders any prior answer incomplete or inaccurate in any material respect, You must seasonably supplement or amend Your answers in accordance with Illinois Supreme Court Rule 213(i).

INTERROGATORIES

INTERROGATORY NO.1

In response to Plaintiff's First Requests to Admit, CDW Government LLC admitted that, within the last 5-10 years, at least one employee other than Plaintiff has complained about the Goal Modifier.

For the period from January 1, 2015, through the present, state the total number of employees of CDW Government LLC (other than Plaintiff) who have made a complaint, grievance, inquiry, or request for clarification concerning:

- (a) the Goal Modifier;
- (b) any equivalent mechanism by which commissions or amounts calculated for an employee by applying a commission rate to gross profit are reduced after that calculation; or
- (c) compensation / goaling / quota practices as they relate to commission payouts or commission deductions.

For this Interrogatory:

- (1) Include complaints or inquiries made verbally, in writing, via email, chat, hotline, EthicsPoint, HR/CWS, or any other reporting channel, including complaints made to managers, team leads, directors, or HR business partners.
- (2) For each such complaint or inquiry, identify:
 - (i) the month and year of the complaint;
 - (ii) the employee's job title at the time (you may omit the employee's name and instead assign an anonymized identifier if you wish to protect privacy);
 - (iii) the channel of the complaint (for example, manager, HR/CWS, EthicsPoint, hotline, or other); and
 - (iv) whether CDWG determined that any refund, adjustment, or plan change was warranted as a

result of the complaint, and, if so, describe the nature of any refund or adjustment.

(3) For subparts (a), (b), and (c) above, provide the total count of distinct complainants and distinct complaint events.

ANSWER:

INTERROGATORY NO. 2

For the period January 1, 2023 through December 31, 2024, with respect to employees assigned to Plaintiff's Residency Sales Team (including Plaintiff), state:

- (a) the total number of individuals employed on the Residency Team during that period;
- (b) how many of those individuals received a written offer letter and/or written compensation overview specific to their CDWG Residency role;
- (c) If the offer letter contained an "at-will" employment statement.
- (d) how many of those individuals actually signed any written authorization permitting modifications on commission payout (including authorization relating to the Goal Modifier).

ANSWER:

INTERROGATORY NO. 3

Describe in detail how the Goal Modifier operated for Plaintiff during the period May 2023 through May 2024, including:

- (a) whether the amount on the line item labeled “COMMISSION PAYOUT” was calculated by multiplying gross profit by a commission rate, and if not, describe the calculation;
- (b) when, in relation to that calculation, the Goal Modifier was applied;
- (c) whether the Goal Modifier was applied as a separate line item below the “COMMISSION PAYOUT” that reduced that amount; and
- (d) the formula used to calculate the specific dollar amount of the Goal Modifier applied to Plaintiff each month.

ANSWER:

INTERROGATORY NO. 4

With respect to the Goal Modifier:

- (a) Describe the business need for the Goal Modifier as understood by Defendant.
- (b) Identify, by full name and job title, the person or persons most knowledgeable about the original design and mechanical operation of the Goal Modifier.
- (c) Identify the full names and job titles of the individuals who originally had final authority to approve the Goal Modifier’s implementation and any material changes to its design.

ANSWER:

INTERROGATORY NO. 5

State the legal and factual basis on which Defendant relies in contending that it complied with the Illinois Wage Payment and Collection Act in connection with Plaintiff's compensation and commissions in the CDWG Residency role.

ANSWER:

INTERROGATORY NO. 6

(a) State the specific accounting treatment and financial classification given to the Goal Modifier Amount (as defined in Definition 3) for the period May 2023 through the present (i.e., was the amount classified as a reduction of accrued commission expense, an adjustment to revenue, or otherwise recognized in the Defendant's general ledger?).

(b) State whether Defendant contends that it derived no financial benefit (including reduced expense, increased profit, or time value of money) from withholding Plaintiff's funds via the Goal Modifier between May 2023 and August 4, 2023, and if not, describe the nature of that financial benefit.

ANSWER:

INTERROGATORY NO. 7

(a) approving or denying Plaintiff's requests for corrective account removals, or transfer to a non-Goal-Modifier team; and

(b) state whether Defendant admits that the person(s) identified in subpart (a) was aware, at the time of the decision, of Plaintiff's wage or commission complaints, EthicsPoint complaint, or IDOL wage complaint.

ANSWER:

INTERROGATORY NO. 8

Without regard to whether Plaintiff in fact ever achieved the percentages referenced below, state whether, under Defendant CDW Government LLC compensation policies in effect on the Plaintiff between May 2023 and May 2024:

(a) If Plaintiff's Year-to-Date (YTD) goal attainment percentage at the time of calculation was exactly 100%, the Goal Modifier percentage applied to Plaintiff for that month would be 100% such that Plaintiff would receive the full amount shown on the line item labeled "COMMISSION PAYOUT" in Plaintiff's ICM dashboard commission summary for that month.

(b) If Plaintiff's Year-to-Date (YTD) goal attainment percentage at the time of calculation was exactly 70%, the Goal Modifier percentage applied to Plaintiff for that month would be 70% such that Plaintiff would receive 70% of the amount shown on the line item labeled "COMMISSION PAYOUT" in Plaintiff's ICM dashboard commission summary for that month.

If Defendant contends that, under Plaintiff's compensation plan(s), the Goal Modifier would

Exhibit A: Proposed Supplemental Discovery

operate in any different manner in either scenario described in subparts (a) or (b), describe in detail how it would operate, including the formula, table, or business rule used to determine the Goal Modifier and its effect on the amount shown on the line item labeled “COMMISSION PAYOUT.”

ANSWER:

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, LAW DIVISION

MARCELLUS LONG

Plaintiff,

vs.

CDW GOVERNMENT LLC.

Defendant.

Case No.: 2025L007458

DATE: December 2, 2025
TIME: 9:00 AM

Judge: Hon. Thomas More Donnelly
Trial Date: Unassigned

PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1

Produce all documents that set forth, describe, or explain CDWG's document retention, data retention, or information governance policies that apply to:

- (a) email systems;
- (b) chat and collaboration tools (including but not limited to MS Teams, Webex, Slack, or similar systems);
- (c) EthicsPoint or other hotline/case-management systems;
- (d) HR case or ticketing systems;
- (e) commission, payroll, and goaling systems (including Anaplan, ICM, SPS, or equivalent); and
- (f) storage of audio recordings, auto-generated transcripts, meeting captions, and related digital evidence.

This Request includes any written retention schedules, policy manuals, or guidelines describing how long such data is retained, archived, deleted, or preserved in the ordinary course of business.

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REQUEST NO. 2

Produce copies of any standard or template documents used for Residency team hires between January 1, 2023 and December 31, 2024, including:

- (a) standard CDW Government LLC Residency offer letter forms;
- (b) standard written compensation overviews, plan summaries, or “comp plans” provided to Residency hires; and
- (c) any standard at-will acknowledgments or wage/commission modification authorization forms used for Residency hires.

Personal identifiers and individualized compensation figures for other employees may be redacted. Plaintiff seeks the forms and templates, not each individual’s full personnel file.

REQUEST NO. 3

Produce a document, report, or spreadsheet (with employee names redacted) sufficient to show, for each member of the Residency Sales Team employed between January 1, 2023 and December 31, 2024:

- (a) whether a Residency-specific offer letter is recorded as issued in your onboarding or HR system;
- (b) whether an at-will acknowledgment is recorded as signed; and
- (c) whether any wage-modification or commission-modification authorization is recorded as signed.

REQUEST NO. 4

For Plaintiff, produce all goal history or goal change records for the period June 2023 through

Exhibit A: Proposed Supplemental Discovery

April 2024 from any system used to store such data (including but not limited to Anaplan, ICM, SPS, or equivalent), sufficient to show each time Plaintiff's goal was created or changed, the effective date, and the amount of the goal.

REQUEST NO. 5

Produce any non-privileged configuration, rules, or technical specification documents that describe how Plaintiff's commissions and Goal Modifier were calculated during June 2023 through May 2024, including any plan documents, configuration guides, or rate tables that show the sequence: Gross Profit → Commission Rate → "Commission Payout" → Goal Modifier → Net Payout.

REQUEST NO. 6

Produce all non-privileged documents relating to Plaintiff's January 18, 2024 EthicsPoint or HR complaint about the Goal Modifier, including:

- (a) the EthicsPoint or HR case file (with internal legal advice redacted);
- (b) any investigative notes, summaries, or findings; and
- (c) any communications to or from Plaintiff concerning the investigation or outcome.

REQUEST NO. 7

Produce the complete "Case Close Review / No Action" file identified as Report 10129 referenced in Exhibit Q to Plaintiff's FAC, including any drafts, attachments, and non-privileged supporting documents that were reviewed or generated in connection with that Case Close Review, as well as any document showing the date on which Case Close Review / Report 10129

Exhibit A: Proposed Supplemental Discovery

was finalized. This Request further includes, without limitation, any documents used to inform or influence the Case Close Review, including notes or memoranda of interviews with Plaintiff's co-workers or other witnesses regarding Plaintiff's complaint, all non-privileged email communications relating to Plaintiff's complaint that were reviewed, relied upon, or generated in connection with Case Close Review 10129, and any non-privileged audio or video recordings or auto-generated transcripts created or reviewed as part of the investigation that culminated in Case Close Review 10129.

REQUEST NO. 8

For the Pattern Period, produce any reports, summaries, or dashboards (with employee names redacted) that aggregate or track employee complaints regarding the Goal Modifier, commission modifications tied to goal attainment, or goaling/quota practices, including but not limited to:

- (a) EthicsPoint or hotline summary reports;
- (b) HR case system summary reports; and
- (c) any periodic management reports summarizing compensation-related complaints.

REQUEST NO. 9

Produce all written policies, guidelines, or procedures in effect between January 1, 2023 and May 31, 2024 that address:

- (a) the Goal Modifier;
- (b) commission or incentive compensation modifications; or
- (c) requirements for obtaining written authorization for modifications to wages or commissions.

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REQUEST NO. 10

Produce all non-privileged communications between June 1, 2023 and August 31, 2023 that refer to Plaintiff's May 2023 Goal Modifier modification (the 263.72 amount) and any effort to refund or "pay back" that amount, including communications among management, HR, Payroll, "The Commish," or any compensation operations personnel.

REQUEST NO. 11

To the extent Defendant has already conducted any internal audit or review of Plaintiff's goaling or compensation records that involved searching goal history/change logs, quota/target assignment tables, approval workflows, or similar systems (as referenced in Defendant's responses and objections to Plaintiff's Requests to Admit), produce any non-privileged written reports, summaries, or presentations reflecting the scope, findings, or results of that audit or review.

REQUEST NO. 12

Produce all non-privileged communications with the Illinois Department of Labor relating to Plaintiff's wage or commission complaint, including:

- (a) Plaintiff's IDOL complaint or intake form (if in Defendant's possession);
- (b) Defendant's written responses or submissions to IDOL; and
- (c) any final determination or closure letter issued by IDOL to Defendant regarding Plaintiff.

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REQUEST NO. 13

Produce any non-privileged written training materials, slide decks, or guidance documents used between January 1, 2020 and the present to train managers or payroll/compensation personnel on:

- (a) Illinois Wage Payment and Collection Act compliance; or
- (b) obtaining written authorization for wage or commission modifications.

REQUEST NO. 14

In light of Defendant's admission that at least one other employee complained about the Goal Modifier within the last 5–10 years, produce documents sufficient to show:

- (a) the date of each such complaint;
- (b) the general nature of the complaint (e.g., "Goal Modifier modified commissions"); and
- (c) whether the complaint was resolved by payment/refund, policy change, or "no action."

Names and personal identifiers of the other employees may be redacted.

REQUEST NO. 15

Produce documents sufficient to show whether, after Plaintiff's June 21, 2023 wage complaint and January 18, 2024 EthicsPoint complaint, Defendant made any changes to:

- (a) the Goal Modifier mechanism;
- (b) Residency team goals or goaling methodology; or
- (c) written compensation disclosures or templates used for Residency hires.

Exhibit A: Proposed Supplemental Discovery

REQUEST NO. 16

Produce all documents identified, referenced, or relied upon in answering Plaintiff's First Supplemental Interrogatories, to the extent not already produced in response to another Request.

REQUEST NO. 17

Produce all non-privileged emails, messages, notes, audio or video recordings, transcripts, and other documents reflecting communications between James ("Jim") E. and manager Josh D. regarding Plaintiff and the confrontation that occurred on or about February 14, 2024 in connection with Plaintiff's wage complaint and "case close" review, including any follow-up discussions, debriefs, or summaries in which E. stated he would "address" the confrontation with D.

REQUEST NO. 18

Produce all video recordings, audio recordings, transcripts (including AI-generated or auto-generated transcripts), presentation slide decks, meeting invitations, in-meeting chat logs, Q&A logs, post-meeting summaries, and related digital artifacts for the company meeting titled "How Do I Get Paid? Let's Talk Goals, and Commissions," identified as Session 1 of 3 and held on or about February 6, 2024.

In addition, produce any non-privileged emails and related documents between Coworker Services and the group self-identified as "The Commish: Mark N., Duke K., Zach R., Stephanie P., and Mark L. concerning that meeting or its subject matter (goals, Goal Modifier, commissions, or how employees are paid), including emails sent from or to CDWGTraining@cdw.com relating to the invitation, planning, content, or follow-up to that

session.

REQUEST FOR PRODUCTION NO. 19

Produce all non-privileged audio recordings, video recordings, transcripts (including AI-generated or auto-generated transcripts), in-meeting chat logs, post-meeting summaries, call detail records, attendance/participant reports, internal notes, tickets, and other digital artifacts for any Microsoft Teams, Webex, Cisco desk phone/softphone, or similar platform sessions that correspond to, or fall within the time windows of, the following meetings and calls involving Plaintiff and/or the CDWG personnel identified below, to the extent such materials exist and are reasonably retrievable.

For avoidance of doubt, this Request expressly includes (a) any meeting or conference that Plaintiff joined by dialing in from his CDWG Cisco desk phone or work line; and (b) all recordings and call data for such dial-in connections.

(A) Sessions involving Yemi O. and Plaintiff

Including, without limitation, the following date and time windows (all times approximate):

1. January 25, 2023 – MS Teams call with Yemi (Microsoft Teams or Webex) between 3:00 p.m. and 4:00 p.m.
2. March 22, 2023 – MS Teams call with Yemi between 3:00 p.m. and 5:00 p.m.
3. May 9, 2023 – MS Teams call from Yemi between 2:00 p.m. and 4:00 p.m.
4. May 12, 2023 – MS Teams call with Yemi between 8:00 a.m. and 10:00 a.m.
5. May 17, 2023 – MS Teams call with Yemi between 3:00 p.m. and 6:00 p.m.
6. May 22, 2023 – MS Teams call from Yemi between 9:00 a.m. and 12:00 p.m.
7. May 24, 2023 – MS Teams call with Yemi between 8:00 a.m. and 12:00 p.m.

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8. May 26, 2023 – MS Teams call from Yemi between 2:00 p.m. and 6:00 p.m.
9. June 19, 2023 – MS Teams call with Yemi between 3:00 p.m. and 6:00 p.m.
10. June 22, 2023 – MS Teams call from Yemi between 8:00 a.m. and 12:00 p.m., and a second call that same date between 2:00 p.m. and 4:00 p.m.
11. June 29, 2023 – MS Teams call from Yemi between 10:00 a.m. and 12:00 p.m.
12. July 7, 2023 – MS Teams call from Plaintiff to Yemi between 1:00 p.m. and 4:00 p.m.
13. July 11, 2023 – MS Teams call from Yemi between 2:00 p.m. and 5:00 p.m.
14. July 31, 2023 – MS Teams call with Yemi between 11:00 a.m. and 3:00 p.m.
15. August 11, 2023 – MS Teams call from Yemi between 10:00 a.m. and 1:00 p.m.
16. September 13, 2023 – MS Teams call from Yemi between 1:00 p.m. and 3:00 p.m.
17. September 25, 2023 – Meeting with Yemi (MS Teams or Webex) at or around 3:00 p.m.
18. September 29, 2023 – Calls involving Yemi, including:
 - Call from Plaintiff's work phone to Yemi's cell phone between 11:00 a.m. and 12:00 p.m.
 - Call from Plaintiff to Yemi's desk phone (number ending in 6237) at approximately 12:45 p.m.
19. October 10, 2023 – Call from Yemi to Plaintiff's work line between approximately 9:30 a.m. and 10:00 a.m.
20. October 16, 2023 – Call from Yemi to Plaintiff's work line at approximately 12:45 p.m.
21. October 24, 2023 – Call from Plaintiff's work phone to Yemi's cell phone between approximately 2:45 p.m. and 4:00 p.m.
22. November 20, 2023 – MS Teams call from Yemi at approximately 9:30 a.m.
23. November 30, 2023 – All MS Teams chats, calls, tickets, and other digital artifacts relating to Plaintiff's commission inquiry that day, including the Teams follow-up from Yemi stating

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that he sent Plaintiff's inquiry to commissions and any associated tickets or case numbers.

24. December 12, 2023 – MS Teams call with Yemi sometime after 4:30 p.m.

25. December 13, 2023 – All MS Teams or desk-phone calls between Plaintiff and Yemi.

26. January 3, 2024 – MS Teams or Webex call with Yemi at approximately 1:00 p.m.

27. January 4, 2024 – All calls or MS Teams/Webex meetings between Plaintiff and Yemi that day.

28. January 16, 2024 – Any meeting(s) between Plaintiff and Yemi that day.

29. January 26, 2024 – MS Teams call from Plaintiff to Yemi after 11:00 a.m.

30. January 30, 2024 – All MS Teams/Webex calls and digital communications between Plaintiff and Yemi that day, and any digital communications (including MS Teams, email, or call logs) reflecting conversations about Plaintiff ordering from Carahsoft and/or conversations about Plaintiff between Yemi and Stephanie P.

31. April 2, 2024 – MS Teams or Webex call with Yemi at approximately 10:00 a.m.

32. March 29, 2024 – MS Teams call from Yemi to Plaintiff after 1:00 p.m.

33. May 3, 2024 – Call from Yemi to Plaintiff's desk phone after 9:00 a.m.

(B) Sessions involving Plaintiff and manager Josh D. (including Webex link)

Including, without limitation:

1. February 14, 2023 – Webex or similar 1:1 meeting between Plaintiff and manager Josh D. in which, upon information and belief, D. stated to Plaintiff words to the effect of “there is no use in keeping you around if you don't want to be here,” or similar language regarding Plaintiff's continued employment.

2. Confirmed Webex meeting on May 1, 2023 at 2:00 p.m., titled “Josh/Marcellus Sync.”

3. 1:1 with Josh on May 10, 2023 at 3:00 p.m.

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4. ART/IDP meeting with Josh on May 17, 2023 at 3:00 p.m. via Webex.
5. 1:1 meeting with Josh on June 12, 2023 at 2:00 p.m. via Webex.
6. ART/IDP meeting with Josh on June 21, 2023 at 12:30 p.m. via Webex.
7. Account Cleanup Team Meeting on June 26, 2023 at 3:00 p.m. via Webex.
8. 1:1 meeting with Josh on July 14, 2023 at 12:00 p.m. via Webex.
9. ART/IDP meeting with Josh on July 19, 2023 at 3:30 p.m. via Webex.
10. ART/IDP meeting with Josh on August 16, 2023 at 10:00 a.m. via Webex.
11. 1:1 meeting with Josh on September 13, 2023 at 10:30 a.m. via Webex.
12. Phone call from Plaintiff's Cisco desk phone to Josh (Cisco extension 50348) on or about January 17, 2024 at approximately 9:45 a.m., regarding compensation.
13. The February 14, 2024 video call(s) and/or Webex/MS Teams session(s) between Plaintiff and Josh concerning Plaintiff's "Case Close" review and/or wage complaint, at any time that day. This Request expressly includes all recordings, transcripts, chat logs, attendance reports, call detail records, and back-end or archived data retrievable through CDWG's enterprise Webex instance associated with the **meeting URL: <https://cdwmeet.webex.com/meet/joshdon>** or any equivalent meeting ID or recurring meeting object associated with that URL, for all meetings listed above that used that Webex link.

(C) Sessions and documents regarding USACE / Davarius Peoples / ITES-3H / CHERS

Produce all recordings, transcripts, chat logs, call logs, notes, tickets, and related digital artifacts for:

1. The "USACE Sync" meeting held on or about June 5, 2023 at 2:30 p.m., between Plaintiff and Emily N. (the prior USACE account manager and a likely trial witness), at which N. turned over the USACE account to Plaintiff.
2. Any meeting titled or described as "Conversation about DoD Opportunity" with Yemi

Exhibit A: Proposed Supplemental Discovery

(Webex, approximately 5:00–5:30 p.m., on or about January 2023), including any sub-chats or in-meeting notes.

3. Any MS Teams/Webex or other virtual meetings and recorded calls between Yemi O. and Cory S. and/or other CDWG leadership, regarding USACE, Davarius Peoples, ITES-3H, CHESS, or turnover/management of Plaintiff's USACE account.

4. Any recorded calls or digital artifacts corresponding to emails or discussions between Cory S. and "JR" (Peter K. regarding ITES-3H and CHESS that concern Plaintiff's role, opportunities, or compensation.

(D) General (Desk-phone recording practice)

Upon information and belief, CDWG's Cisco enterprise desk-phone and softphone system routinely records calls for quality, training, compliance, or similar business purposes, and the calls and sessions identified in Parts (A)–(C) above were, upon information and belief, required to and should have been recorded by Defendant's enterprise call-recording system.

Accordingly, to the extent any of the sessions listed in Parts (A)–(C) above were conducted via Cisco enterprise telephony (desk phones or softphones), this Request includes:

1. Any call-recording audio maintained for quality, training, compliance, or similar business purposes;

2. The call detail records (CDRs) showing date, time, duration, originating and receiving numbers/extensions; and

3. Any internal notes, follow-up tickets, or summaries created by CDWG personnel in connection with those calls.

If any recordings, transcripts, chat logs, or other digital artifacts responsive to this Request no longer exist or are no longer retrievable, produce documents sufficient to show:

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- when and how such data was deleted or became unavailable;
- what retention policy or practice governed that deletion; and
- whether any litigation hold, preservation notice, or other legal hold applied or should have

applied to such data in connection with Plaintiff's wage complaint, EthicsPoint complaint, IDOL complaint, or this lawsuit.

(E) Sessions involving Plaintiff and James ("Jim") E. regarding wage complaint

In addition to the sessions listed above, produce all recordings, transcripts, chat logs, call logs, notes, tickets, and other digital artifacts for:

1. January 22, 2024 – The initial call or virtual meeting between Plaintiff and James ("Jim") E. regarding Plaintiff's wage complaint and the EthicsPoint / HR matter, including any Microsoft Teams, Webex, or Cisco desk-phone/softphone session(s) on or about that date at any time.

2. On or about February 14, 2024 – The "case close" review meeting between Plaintiff and James ("Jim") E. regarding Plaintiff's wage complaint, including the Webex or similar virtual meeting titled "Follow up conversation," and any associated audio/video recording, transcript, in-meeting chat, post-meeting summary, or call detail record for that session.

To the extent either of these sessions involved Plaintiff dialing in from his CDWG Cisco desk phone or work line, this Request includes all associated enterprise call recordings and call detail records, as described in Section (D) above.

For avoidance of doubt, Plaintiff notes that, upon information and belief, Cisco's Webex enterprise platform supports legal hold and eDiscovery functionality that allows organizations to preserve Webex meetings content, recordings, messages, and call detail records beyond ordinary retention periods in connection with litigation or investigations. To the extent Defendant fails or

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refuses to produce recordings, transcripts, call detail records, or other Webex-related digital artifacts responsive to this Request, Plaintiff expressly reserves the right to seek such information directly from Cisco Systems, Inc. (including its Webex division), and from any other relevant third party, by subpoena or other lawful process, without prejudice to Plaintiff's right to seek appropriate relief for any failure to preserve or produce such evidence.

For further avoidance of doubt, Plaintiff also notes that, upon information and belief, Microsoft 365 and Microsoft Teams provide legal hold and eDiscovery capabilities that allow organizations to preserve Teams chat messages (including 1:1 chats, group chats, and private or shared channel conversations), associated files stored in SharePoint and OneDrive, and related compliance copies of messages beyond ordinary retention periods in connection with litigation or investigations. To the extent Defendant fails or refuses to produce Teams messages, Teams-related files, or other Microsoft 365 / Teams artifacts responsive to this Request, Plaintiff expressly reserves the right to seek such information directly from Microsoft Corporation (including its Microsoft 365 and Teams divisions), and from any other relevant third party, by subpoena or other lawful process, without prejudice to Plaintiff's right to seek appropriate relief for any failure to preserve or produce such evidence.

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employees, agents, or representatives acting or purporting to act on its behalf.

3. “Goal Modifier” means the separate line item labeled “Goal Modifier” that appears on the last page of Plaintiff’s commission summaries, modifying the amount labeled “Commission Payout.”
4. “Residency team” or “Residency group” refers to the team or group of Residency Account Representatives and Account Managers with whom Plaintiff worked following his transfer to CDW Government LLC in or around May 2023.
5. “EthicsPoint complaint” refers to Plaintiff’s January 18, 2024 complaint submitted through Defendant’s EthicsPoint or similar internal reporting system.
6. [REDACTED] means Joshua (Josh) [REDACTED] a manager employed by CDW Government LLC.
7. [REDACTED] means Yemi (Oluyemi) [REDACTED] a manager employed by CDW Government LLC.
8. “February 14, 2024 Meeting” means the one-on-one Webex (or similar platform) meeting between Plaintiff and [REDACTED] that occurred on or about February 14, 2024.

REQUESTS TO ADMIT

REQUEST NO. 1

Admit that on or about April 11, 2023, CDW Government LLC manager Yemi [REDACTED] sent an email to Plaintiff regarding Plaintiff’s anticipated start date in the CDW Government LLC Residency role.

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ANSWER:

REQUEST NO. 2

Admit that in the April 11, 2023 email described in Request No. 1, Mr. [REDACTED] stated that he had connected with the Coworker Services (CWS) Business Partner and the Residency Director regarding Plaintiff's anticipated start date in the CDW Government LLC Residency role.

ANSWER:

REQUEST NO. 3

Admit that in the April 11, 2023 email described in Request No. 1, Mr. [REDACTED] told Plaintiff that, as to whether there was anything Plaintiff needed to do "on [his] end," Mr. [REDACTED] would check with Coworker Services and let Plaintiff know.

ANSWER:

REQUEST NO. 4

Admit that before Plaintiff began working in his CDW Government LLC Residency role in or around May 2023, CDW Government LLC did not send Plaintiff a CDW Government LLC-specific written offer letter for that Residency role.

ANSWER:

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REQUEST NO. 5

Admit that before Plaintiff began working in his CDW Government LLC Residency role in or around May 2023, CDW Government LLC did not send Plaintiff a CDW Government LLC-specific at-will employment acknowledgment for that Residency role to review and sign.

ANSWER:

REQUEST NO. 6

Admit that on or about February 14, 2024, Plaintiff participated in a one-on-one Webex (or similar virtual platform) meeting with CDW Government LLC manager Joshua (“Josh”) D. [REDACTED]

ANSWER:

REQUEST NO. 7

Admit that the primary focus of the February 14, 2024 meeting between Plaintiff and Mr. D. [REDACTED] described in Request No. 6 was Plaintiff’s wage or commission complaints (including complaints about the Goal Modifier), Plaintiff’s compensation or goal setting, and/or Plaintiff’s internal job search within CDW Government LLC.

ANSWER:

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REQUEST NO. 8

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and Mr.

D., Mr. D. told Plaintiff, in substance, that Plaintiff had “handled it the wrong way” in raising concerns or complaints about his compensation and/or the Goal Modifier.

ANSWER:

REQUEST NO. 9

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and Mr.

D., Mr. D. told Plaintiff, in substance, that Plaintiff could have obtained his compensation plan himself.

ANSWER:

REQUEST NO. 10

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and Mr.

D., Mr. D. criticized Plaintiff for looking for a new job within CDW Government LLC without first informing Mr. D. or Mr. O., referring to “everything” Mr. O. had done for Plaintiff, or words to that effect.

ANSWER:

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REQUEST NO. 11

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and Mr.

D., Mr. D. told Plaintiff words to the effect that “there’s no use keeping you around if you don’t want to be here,” or substantially similar language, in connection with Plaintiff’s complaints or concerns about his compensation and/or the Goal Modifier, including Plaintiff’s stated desire to transfer to a different team without the Goal Modifier.

ANSWER:

REQUEST NO. 12

Admit that on or about June 21, 2023, after Plaintiff complained in writing about the Goal Modifier deduction from his May 2023 commissions, Mr. O. described the Goal Modifier to Plaintiff as a penalty for not hitting goal.

ANSWER:

REQUEST NO. 13

Admit that on or about June 21, 2023, after Plaintiff complained in writing about the Goal Modifier deduction from his May 2023 commissions, Mr. O. told Plaintiff, in substance, that “a lot of people do not like it; you are not alone.”

ANSWER:

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REQUEST NO. 14

Admit that at no time during any written or verbal communication with Plaintiff did Mr.

o. state to Plaintiff that the Goal Modifier was “company policy,” or use the phrase “it is company policy” to describe the Goal Modifier.

ANSWER:

REQUEST NO. 15

Admit that before Plaintiff’s May 2023 commissions were modified by application of a Goal Modifier, CDW Government LLC did not provide Plaintiff with any written explanation of how and why the Goal Modifier would modify the amount shown on the line item labeled “COMMISSION PAYOUT” on his commission summary.

ANSWER:

REQUEST NO. 16

Admit that, before any Goal Modifier was applied to modify the amount shown on the line item labeled “COMMISSION PAYOUT” on Plaintiff’s May 2023 commission summary, CDW Government LLC did not obtain from Plaintiff any signed, written authorization expressly consenting to such modification.

ANSWER:

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REQUEST NO. 17

Admit that CDW Government LLC uses or has used a standard or template written offer letter and/or compensation overview document when hiring or placing employees into the CDW Government LLC Residency team role that Plaintiff held in 2023.

ANSWER:

REQUEST NO. 18

Admit that, as of May 23, 2025, at least one individual employed as a Residency team Account Representative on Plaintiff's Residency team had been provided by CDW Government LLC with a written offer letter that included a compensation overview for the CDW Government LLC Residency role.

ANSWER:

REQUEST NO. 19

Admit that Plaintiff, Marcellus Long, was not provided with a written offer letter that included a compensation overview for the CDW Government LLC Residency role prior to beginning work in that role.

ANSWER:

Exhibit A: Proposed Supplemental Discovery

REQUEST NO. 20

Admit that CDW Government LLC submitted one or more written responses and/or position statements to the Illinois Department of Labor concerning Plaintiff's Illinois Wage Payment and Collection Act wage complaint.

ANSWER:

REQUEST NO. 21

Admit that CDW Government LLC has in its possession, custody, or control copies of all written responses, position statements, and supporting materials that CDW Government LLC sent to the Illinois Department of Labor in connection with Plaintiff's Illinois Wage Payment and Collection Act wage complaint and retaliation allegations.

ANSWER:

REQUEST NO. 22

Admit that CDW Government LLC did not send Plaintiff a copy of any written response or position statement that CDW Government LLC submitted to the Illinois Department of Labor concerning Plaintiff's underlying Illinois Wage Payment and Collection Act wage complaint, (not the retaliation claim but the actual wage complaint was not sent).

ANSWER:

Exhibit A: Proposed Supplemental Discovery

REQUEST NO. 23

Admit that Plaintiff's internal wage complaint regarding the Goal Modifier and his commissions was assigned to James ("Jim") E., a Senior Coworker Relations Business Partner at CDW.

ANSWER:

REQUEST NO. 24

Admit that, during a meeting in or about January 2024 between Plaintiff and James E. regarding Plaintiff's wage complaint, Mr. E. told Plaintiff that he believed Plaintiff's wage complaint was valid and that he would open an investigation into the complaint.

ANSWER:

REQUEST NO. 25

Admit that, during a meeting in or about January 2024 between Plaintiff and James E. regarding Plaintiff's wage complaint, Mr. E. told Plaintiff, in substance, that the manner in which Plaintiff had been hired into the CDW Government LLC Residency role was not typically how CDW Government LLC hires workers.

ANSWER:

Exhibit A: Proposed Supplemental Discovery

REQUEST NO. 26

Admit that during a meeting on or about January 22, 2024, between Plaintiff and James E. [REDACTED] regarding Plaintiff's wage complaint, Mr. E. [REDACTED] instructed Plaintiff not to discuss his wage complaint with any employees outside of Mr. E. [REDACTED]

ANSWER:

REQUEST NO. 27

Admit that during the January 22, 2024 meeting described in Request No. 26, Mr. E. [REDACTED] further instructed Plaintiff that if anyone addressed Plaintiff's wage complaint directly to Plaintiff outside of Mr. E. [REDACTED] Plaintiff should notify Mr. E. [REDACTED] immediately.

ANSWER:

REQUEST NO. 28

Admit that on or about February 14, 2024, Plaintiff participated in a Webex (or similar platform) meeting with James E. [REDACTED] regarding Plaintiff's wage complaint.

ANSWER:

REQUEST NO. 29

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and James

Exhibit A: Proposed Supplemental Discovery

E. described in Request No. 28, Plaintiff informed Mr. E. about his earlier interaction with manager Josh D. on or about February 14, 2024 concerning Plaintiff's wage complaint.

ANSWER:

REQUEST NO. 30

Admit that, in response to Plaintiff's report about his February 14, 2024 interaction with Mr.

D. concerning Plaintiff's wage complaint, Mr. E. told Plaintiff, in substance, that Mr.

D. was not supposed to do that and that Mr. E. was going to address the matter with Mr.

D.

ANSWER: