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

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

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 First 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.

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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 First 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 [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 [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

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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 D. 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 D., Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans. The D. 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 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 a written admission and declaration against interest on two grounds. **(a)** Mr. D., 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. 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 First 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 PQFS169 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 First 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] ([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] ([REDACTED]) and HC C. [REDACTED] ([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