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

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

DEFENDANT CDW'S RULE 2-619.1 MOTION TO DISMISS PLAINTIFF'S OPERATIVE COMPLAINT AND SUPPORTING MEMORANDUM OF LAW

While refusing to caption it as his Fifth Amended Complaint, Plaintiff has in fact now filed five complaints[1] and has had five chances to state a claim, which he still fails to do. His latest complaint filed on February 17, 2026 (which Defendant will refer to as the Operative Complaint to avoid an unnecessary dispute with Plaintiff about how it should be captioned) is 87 pages long, including 213 numbered paragraphs and 10 exhibits. Yet, after five attempts, guidance from the court on what is needed to survive dismissal, the benefits of Defendant's prior motion to dismiss and other motions, Plaintiff is still unable to state any viable claim. Accordingly, Defendant CDW Government LLC moves, pursuant to Sections 2-615 and 2-619 of the Illinois Code of Civil Procedure, to dismiss Plaintiff's Operative Complaint with prejudice.

Facts as Alleged by Plaintiff

CDW hired Plaintiff on June 2021, as a Sales Contact Center – Inbound Sales Representative after Plaintiff accepted the terms of his offer letter, which among stated that his employment at CDW was at-will. (Op. Comp. ¶ 9.) (Ex. 1 ¶ 6.)

[1] Plaintiff filed complaints on June 10, 2025 (titled "Plaintiff Complaint"); October 31, 2025 (titled "Plaintiff First Amended Complaint"); November 4, 2025 (titled "Corrected First Amended Complaint"); January 21, 2026 (titled "Plaintiff First Amended Complaint"); January 26, 2026 (titled "Corrected First amended Complaint"); and February 17, 2026 (titled "Plaintiff First Amended Complaint").

In early 2023, management recommended Plaintiff be considered for a position as an account manager in CDW Government LLC ("CDWG" or "Defendant") selling to the Army, Department of Defense. (Op. Comp. ¶¶ 11, 12.) On May 1 and 2, 2023, in response to Plaintiff's request for information on his compensation in the CDWG role, Plaintiff's manager sent Plaintiff a spreadsheet, referred to as an "Estimator," showing how compensation would be calculated and informed Plaintiff that his sales goal would fluctuate month-to-month depending on his accounts' purchase history, seasonality and other factors. (Op. Comp. ¶ 14, Op. Comp. Ex. 3.) Plaintiff started in the CDWG role on May 8, 2023, and states that he was not provided a new offer letter for the role. (Op. Comp. ¶¶ 12, 16.) Plaintiff describes his move to the CDWG role as a "transfer." (Op. Comp. ¶¶ 1, 80.)

Plaintiff contends that in his new CDWG role he was subject to a goal modifier that resulted in deductions from commissions without written permissions in the amount of $4,801.09. (Op. Comp. ¶157.) Plaintiff's asserts these deductions violate the Illinois Wage Payment and Collection Act (Count III), were a conversion of Plaintiff's property (Count IV), and unjustly enriched CDW (Count V). Plaintiff also claims that CDW's recruitment of Plaintiff to the CDWG role was constructive fraud (Count I) and fraudulent inducement (Count II). Finally, Plaintiff claims that because of the deductions, he had to move roles, which he describes as a "constructive demotion" (Op. Comp. ¶ 208) and retaliation (Op. Comp. Count VI).

Applicable Motion to Dismiss Standards

A motion to dismiss under Section 2-615 challenges the legal sufficiency of the complaint based on defects on the face of the complaint. *Sheffler v. Commonwealth Edison Co.*, 2011 IL 110166, ¶ 61, 955 N.E.2d 1110, 1127 (2011). The critical inquiry is whether the allegations in the complaint, considered in the light most favorable to the plaintiff, are sufficient to state a cause of

action upon which relief can be granted. *Id.* "Because Illinois is a fact-pleading jurisdiction, a plaintiff must allege facts sufficient to bring his or her claim within the scope of the cause of action asserted." *Turner v. Mem'l Med. Ctr.*, 233 Ill. 2d 494, 499, 911 N.E.2d 369, 373 (2009). A plaintiff is required to allege facts, not mere conclusions without factual support, to plead a viable cause of action. *Vernon v. Schuster,* 179 Ill.2d 338, 344, 688 N.E.2d 1172, 1176 (1997). Exhibits attached to a complaint are part of the complaint and, if a conflict exists between facts contained in the exhibits and those alleged in the complaint, factual matters in the exhibits control. *Antonacci v. Seyfarth Shaw, LLP*, 2015 IL App (1st) 142372, ¶ 21, 39 N.E.3d 225, 234 (Ill. App. 1st Dist. 2015.)

Section 2-619 allows for the dismissal of a complaint based on "certain defects or defenses," including "[t]hat the claim asserted against defendant is barred by other affirmative matter avoiding the legal effect of or defeating the claim." 735 ILCS § 5/2-619(a)(9). A 2-619 motion to dismiss admits all well-pled facts in the complaint, as well as any reasonable inferences which may be drawn from those facts, and asks the court to conclude that there is no set of facts which would entitle the plaintiff to recover. *Wolf v. Bueser*, 279 Ill. App. 3d 217, 221-222, 664 N.E.2d 197, 200 (Ill. App. Ct. 1st Dist. 1996). The defendant may ask the court to consider the pleadings, as well as any affidavits and other proof. *Streams Condo. No. 3 Ass'n v. Bosgraf,* 219 Ill. App. 3d 1010, 1013-14, 580 N.E.2d 570, 573 (Ill. App. Ct. 2d Dist. 1991). If there is no genuine issue of material fact, the defendant is entitled to judgment as a matter of law and the complaint may be properly dismissed. *Id.*

ARGUMENT

I. PLAINTIFF IS AN AT-WILL EMPLOYEE AND HIS CONTINUING MACHINATIONS OVER WHICH CDW ENTITY EMPLOYED HIM HAVE NO BEARING ON DEFENDANT'S MOTION TO DISMISS.

A. CDW's Policies and Practices Demonstrate Plaintiff is Employed At-Will.

CDW hired Plaintiff in June 2021 and at the time of hire, Plaintiff went through CDW's onboarding process. As part of onboarding, CDW provided Plaintiff with its *Road to Success, Coworker Handbook* and Plaintiff acknowledged his receipt and understanding of the *Road to Success* by signing a Coworker Handbook Acknowledgement. (Ex. 1, D. [redacted] Affidavit, ¶¶ 6-7 and Tab A.)

Through the Acknowledgment, Plaintiff agreed to his at-will employment status: "I understand that 'Road to Success' in no way alters my "at will" employment with CDW – I am free to terminate my employment at any time, with or without cause and with or without notice, and CDW reserves the same right. No representative of CDW except the Chief Executive Officer has the authority to enter into any employment agreement for any specified period of time, or to make any agreement that alters the at-will employment relationship." *Id.*

Plaintiff also agreed through the Acknowledgement that he had fully reviewed the *Road*, understood it, accepted responsibility for keeping informed of any changes to the *Road* and to regularly review it. *Id.* The *Road to Success* in effect at the time of Plaintiff's onboarding was dated October 2018. The *Road* provides on page one that as used throughout the *Road*, the terms "CDW" and the "Company" mean CDW Corporation and its U.S. subsidiaries[2], and that coworkers are employed at-will. (Ex. 1 ¶ 9 and Tab C.) Every version of the *Road* since Plaintiff's hire in 2021 has included language affirming that Plaintiff is employed at-will and that the term "CDW" when used throughout the *Road* means CDW Corporation and all its U.S. subsidiaries. (Ex. 1 ¶¶ 9-14 and Tabs C, D, E, F, G.)

During onboarding, Plaintiff also signed and agreed to the CDW Way Code (Our Code of Business Conduct and Ethics) Acknowledgement. In this Acknowledgement, Plaintiff again

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2 CDW Corporation's U.S. subsidiaries include CDW Direct, LLC and CDW Government LLC. (Ex. 1, [redacted] Affidavit, ¶ 14.)

represented that he acknowledged and understood his employment at-will status with CDW. (Ex. 1 ¶ 8 and Tab B.) Each year since hire, Plaintiff has been required to acknowledge that he has read, understands, and agrees to comply with *The CDW Way Code* and *CDW Road to Success Coworker Handbook*. (Ex. 1 ¶¶ 7, 8, 15, 16, 17 and Tabs A, B, H, I.)

B. Plaintiff's Own Pleadings Demonstrate He Is Employed At-Will.

Plaintiff has carefully avoided including as exhibits with his Operative Complaint the exhibits he included with his prior complaints that Defendant used to support its prior motion to dismiss. But, under Illinois law, a defendant may reference an exhibit attached to an earlier complaint even if not included in the current complaint, provided that the current complaint incorporates or references the exhibit. *Carey v. Hartz*, 2024 IL App (1st) 231323, ¶36 (Ill. App. 1st Dist. 2024)(considering deposition testimony attached to prior complaint when amended complaint referenced the testimony, thereby incorporating it).

Plaintiff's November 4, 2025 Complaint attached as its Exhibit B his CDW Direct offer letter. Although Plaintiff did not include the offer letter as an exhibit in his Operative Complaint, he references it and discusses its contents: "In 2021 . . . Plaintiff was hired by CDW Direct, LLC (CDWD) under an offer letter that (i) included a separate at-will acknowledgment at hire and (ii) set forth a bonus plan, not a commissions or goal modification plan." (Op. Comp. ¶ 9.) Defendant therefore may rely upon the offer letter previously included by Plaintiff as an exhibit and it is considered part of the pleading for all purposes, including motions to dismiss. *See, e.g, Carey v. Hartz*, 2024 IL App (1st) 231323, ¶36; *Antonacci v. Seyfarth Shaw, LLP,* 2015 IL App (1st) 142372, ¶21, 39 N.E.3d 225, 234 (Ill. App. 1st Dist. 2015).

The CDW Direct offer letter states that Plaintiff is an at-will employee and that "all compensation plans are subject to change at any time at CDW's discretion." (November 4, 2025

Am. Comp. Ex B.) Nowhere in the offer letter does it state that its terms are limited to Plaintiff's employment with any specific CDW entity. *Id.*

Plaintiff's assertion in the Operative Complaint that he was never provided a CDWG offer letter with at-will language and without language authorizing changes to compensation plans (Op. Comp. ¶ 16) does not defeat his status as an employee at-will and CDW's right to change his compensation. First, Plaintiff alleges that his move from CDW Direct to CDWG was a transfer within CDW. (Op. Comp. ¶¶ 1, 80.) He concedes that the role he transferred from at CDW Direct was at-will. (Op. Comp. ¶ 9.) Plaintiff's Complaint thus is fatally flawed, by his own admission, Plaintiff transferred within the company as an at-will employee, his compensation plan was subject to change at any time at CDW's discretion, and he continued to work for CDWG after the transfer.

Second, and again fatal to Plaintiff's position, Plaintiff alleges in his Operative Complaint that he never had an agreement with CDWG. (Op. Comp. ¶ 16.) Under Illinois law employees who serve absent a contract are considered at-will. *Hanna v. Marshall Field & Co.*, 279 Ill. App. 3d 784, 785, 665 N.E.2d 343, 344 (Ill. App. 1st Dist.1996).

II. COUNT III OF PLAINTIFF'S OPERATIVE COMPLAINT SHOULD BE DISMISSED PURSUANT TO 5/2-619(a)(9) BECAUSE PLAINTIFF IS EMPLOYED AT-WILL.

In his Count III, Plaintiff claims CDW owes him earned commissions under the Illinois Wage Payment and Collection Act ("IWPCA"). (Op. Comp. ¶¶ 4, 151, 159, 169, 172, 173.) Pursuant to the Illinois Department of Labor's regulations governing the IWPCA, whether a commission is earned and therefore owed to an employee is controlled by the agreement between the employer and employee:

> A commission is the compensation for services performed pursuant to an employment contract or agreement between the two parties. In order to be entitled to receive compensation for a commission under the Act, the commission must be earned under the terms of the agreement or contract.

56 Ill. Admin. Code § 300.510; *Watts v. ADDO Mgmt., L.L.C.*, 2018 IL App (1st) 170201, ¶_17-19, 97 N.E.3d 75, 80-81 (Ill. App. 1st Dist. 2018)(Illinois courts look to regulations issued by Illinois' Director of Labor for guidance when interpreting the IWPCA).

Whether there is an agreement between the employer and employee regarding earned commissions and whether an employee has satisfied the conditions regarding entitlement to the commission is determined by the employer's policies and rules: "'Agreement' means the manifestation of mutual assent on the part of two or more persons . . . Company policies and policies in a handbook create an agreement. . . ." 56 Ill. Admin. Code § 300.450; *Montero v. JPMorgan Chase & Co.*, No. 14 CV 9053, 2016 WL 7231604 at *6 (N.D. Ill. Dec. 14, 2016).

As demonstrated above, Plaintiff at all times has been employed at-will. It is axiomatic in Illinois that employers can unilaterally change an at-will employee's compensation plan and if the employee continues to work, the employee has accepted the terms of the new compensation plan. *Geary v. Telular Corp*., 341 Ill. App. 3d 694, 698, 793 N.E.2d 128, 131 (Ill. App. 1st Dist. 2003)(employer had right to change unilaterally at-will employee's compensation plan; the employee accepted the modifications to his compensation plan when he accepted payment of commissions under the new plan and continued his employment with the employer); *Samano v. Temple of Kriya*, 2020 IL App (1st) 190699, ¶72, 166 N.E.3d 250, 268 (Ill. App. 1st Dist. 2020)(when an at-will employee continues to work after a change in compensation plan, he is deemed to have accepted the change).

III. PLAINTIFF'S OPERATIVE COMPLAINT SHOULD BE DISMISSED FOR FAILING TO STATE A CLAIM PURSUANT TO 735 ILCS 5/2-615.

A. Count I Fails to State a Claim for Constructive Fraud.

In Illinois, a cause of action for constructive fraud springs from the breach of a fiduciary duty. *La Salle Nat. Tr.t, N.A. v. Board of Directors of the 1100 Lake Shore Drive Condo.*, 287 Ill.

App. 3d 449, 455, 677 N.E.2d 1378, 1383 (Ill. App. 1st Dist. 1997). The elements of constructive fraud are: (1) a fiduciary relationship; (2) a breach of the duties that are imposed as a matter of law because of that relationship; and (3) damages. *Kovac v. Barron*, 2014 IL App (2d) 121100, ¶ 64, 6 N.E.3d 819, 833 (Ill. App. 2d Dist. 2014).

Plaintiff's claim is doomed because an employer in Illinois does not owe an at-will employee a fiduciary duty. *Hess v. Kanoski & Assocs.*, 668 F.3d 446, 455 (7th Cir. 2012)("Hess's claim in Count IX for breach of fiduciary duty is doomed because Hess's relationship with the firm was that of employer/employee, and in Illinois, this relationship does not give rise to a fiduciary duty.")(*citing*, *Hytel Grp., Inc. v. Butler*, 405 Ill. App. 3d 113, 117, 938 N.E.2d 542, 548 (Ill. App. 2d Dist. 2010)).

Nor does Plaintiff allege any basis for a fiduciary duty that CDW breached. Indeed, Plaintiff's entire Count I speaks in terms of a statutory, not fiduciary, duty. Plaintiff relies solely on allegations regarding an employer's duties under the IWPCA. The IWPCA does not establish a fiduciary relationship between employers and employees. Instead, it imposes statutory duties on employers.

B. Count II Fails to State a Claim for Fraudulent Concealment.

Fraudulent concealment requires factual allegations that: "(1) the defendant concealed a material fact under circumstances that created a duty to speak; (2) the defendant intended to induce a false belief; (3) the plaintiff could not have discovered the truth through reasonable inquiry or inspection, or was prevented from making a reasonable inquiry or inspection, and justifiably relied upon the defendant's silence as a representation that the fact did not exist; (4) the concealed information was such that the plaintiff would have acted differently had he or she been aware of it; and (5) the plaintiff's reliance resulted in damages." *Bauer v. Giannis,* 359 Ill.App.3d 897, 902–

03, 834 N.E.2d 952, 957-58 (Ill. App. 2d Dist. 2005); *Abazari v. Rosalind Franklin Univ. of Med.& Sci.*, 2015 IL App (2d) 140952, ¶ 27, 40 N.E.3d 264, 274 (Ill. App. 2d Dist. 2015).

Plaintiff cannot meet the first element of a claim for fraudulent concealment because Defendant did not conceal information from Plaintiff. Instead, as Plaintiff alleges: (i) Defendant provided him with an estimator of his compensation plan upon his request; (ii) in response to Plaintiff's questions, "Defendant chose to speak 'in terms of compensation;'" and (iii) Defendant held "mandatory, department-wide 'How Do I Get Paid?'" sessions for Plaintiff and his peers. (Op. Comp. ¶¶ 114, 122, Ex. 3.)

Nor does or can Plaintiff allege that Defendant intended to induce a false belief. Plaintiff is an employee at-will, so Defendant has no need to induce a false belief. Defendant can change the compensation plan at any time and if an at-will employee like Plaintiff continues to work, the employee has accepted the new compensation plan.

Plaintiff has likewise not alleged facts to support the third element, that the plaintiff could not have discovered the truth through reasonable inquiry or inspection, or was prevented from making a reasonable inquiry or inspection and relied upon the defendant's silence as a representation that the fact did not exist. Plaintiff does not allege that Defendant denied that the compensation plan existed or that any part of the compensation plan did not exist. Specifically, Plaintiff writes that "Before start, Plaintiff expressly requested his 'new compensation plan,' start date, hours, and 'anything else I should know.' Defendant chose to speak 'in terms of compensation,' sending an Estimator and stating that Goal would fluctuate, while controlling all plan documents, goal setting engines, commission systems, and payroll." (Op. Comp. ¶ 114.) By Plaintiff's own allegations, before he even started in his role with CDWG, he was provided his compensation plan in the form of an Estimator and was told that his goal would fluctuate. *Id.* He

then chose to continue with the process of transferring from CDW Direct into and working for CDWG. (Op. Comp. ¶¶ 16, 114, 132.)

C. Count III Fails to State a Claim for Failure to Pay Wages Under the IWPCA.

Plaintiff fails to state a *prima facie* claim under the Illinois Wage Payment Collection Act ("IWPCA"), which requires that he plead that (1) he had an employment agreement with the employer that required the payment of wages and (2) that the defendants were employers under the IWPCA. *See Landers–Scelfo v. Corp.e Off. Sys., Inc.*, 356 Ill. App. 3d 1060, 1067, 827 N.E.2d 1051, 1058 (Ill. App. 2d Dist. 2005) (*citing* 820 ILCS 115/2, 3, 5); *Watts.*, 2018 IL App (1st) 170201, ¶14, 97 N.E.3d at 80. A plaintiff must allege facts that "wages or final compensation is due to him or her as an employee from an employer under an employment contract or agreement." *Landers–Scelfo*, 356 Ill.App.3d at 1067, 827 N.E.2d at 1058. *Majmudar v. H. of Spices (India), Inc*., 2013 IL App (1st) 130292, ¶ 11, 1 N.E.3d 1207, 1210 (Ill. App. 1st Dist. 2013).

Plaintiff does not allege that he had an agreement requiring the payment of wages beyond his own vague and conclusory statements. For example, Plaintiff writes that "An agreement existed between Plaintiff and Defendant for the payment of commissions, calculated by applying an agreed commission rate to Plaintiff's gross profit to determine the monthly commission payout." (Op. Comp. ¶ 148.) Plaintiff does not say what the alleged agreement to pay wages was, nor how that agreement was breached. (Op. Comp. ¶148.) Further defeating his obligation to allege specific facts to support an agreement to pay wages, Plaintiff alleges that he had no such agreement: "On May 8, 2023, Plaintiff began work for CDWG without receiving a CDWG specific offer letter…" (Op. Comp. ¶ 16.)

D. Count IV Fails to State a Claim for Conversion.

To claim conversion, a plaintiff must allege facts that: (1) he has a right to the property at issue; (2) he has an absolute and unconditional right to the immediate possession of that property; (3) the defendant wrongfully and without authorization assumed control, dominion, or ownership over the property; and (4) he made a demand for the return of the property. *Weisberger v. Weisberger*, 2011 IL App (1st) 101557, ¶ 45, 954 N.E.2d 282, 289 (Ill. App. 1st Dist. 2011).

As the Illinois Supreme Court instructs, "an action for the conversion of funds may not be maintained to satisfy a mere obligation to pay money." *In re Thebus,* 483 N.E.2d 1258, 1260 (1985). Accordingly, in *Thebus*, there was no claim for conversion when an employer withheld taxes from his employees' wages and then failed to pay those withholdings to the government. The funds the employer withheld were maintained by the employer in the employer's general funds and were not segregated from the employer's general funds or deposited in a special bank account. *Id*. at 1261-62.

Plaintiff here is claiming that Defendant is obligated to pay him money or wages, but that is not a claim for conversion. *In re Thebus,* 483 N.E.2d at 1260 (the subject of conversion needs to be an identifiable object of property of which the plaintiff was wrongfully deprived). As in *Thebus*, the amount that Plaintiff purports to be due to him by CDW is not specific, identifiable property - it is CDW's general funds from which CDW pays wages and is interchangeable with any other part of CDW's money. In addition, when, like here, funds allegedly due to a plaintiff accrue as time passes, they are not sufficiently specific and identifiable to be the subject of conversion. *Thebus*, 483 N.E.2d at 1262; *Sandy Creek Condo. Ass'n v. Stolt and Egner, Inc.,* 267 Ill. App. 3d 291, 294-95, 642 N.E.2d 171, 175 (Ill. App. 2d Dist. 1994) (rejecting conversion claim for funds pocketed by condo management company from laundry room revenue because the money allegedly due accrued as time passed).

E. Count V Fails to State a Claim for Unjust Enrichment.

The elements of unjust enrichment are: (1) an enrichment, (2) an impoverishment, (3) a relation between the enrichment and impoverishment, (4) the absence of justification and (5) the absence of a remedy provided by law. *Sherman v. Ryan*, 911 N.E.2d 378, 399 (Ill. App. 1st Dist. 2009).

Plaintiff cannot demonstrate that there is an absence of a remedy provided by law, as required. Plaintiff is alleging he is owed monetary damages. (Op. Comp. ¶¶ 201-202.) Generally, if money damages can fully compensate a party for its injury, the party has an adequate legal remedy. *Lumbermen's Mut. Cas. Co. v. Sykes*, 384 Ill. App.3d 207, 230-31 (Ill. App. 1st Dist. 2008). As this Court recognized in its October 2, 2025 order, "Long cannot establish the absence of an adequate legal remedy. He is actively pursuing claims under the IWPCA, which allows recovery of damages for the very injuries alleged."

F. Count VI Fails to State a Claim for IWPCA Retaliation.

To state a *prima facie* claim for retaliation under the IWPCA, a plaintiff must plead that "he engaged in activity protected under the Act, that his employer took an adverse employment action against him, and a causal link exists between the two." *Dobrov v. Hi-Tech Paintless Dent Repair, Inc.*, No. 1:20-CV-00314, 2021 WL 1212796, at *8 (N.D. Ill. Mar. 31, 2021) (*quoting Sloan v. Am. Brain Tumor Ass'n.*, 901 F.3d 891, 894 (7th Cir. 2018)).

Defendant need not address whether Plaintiff engaged in protected activity or if a causal connection exists because Plaintiff fails to meet the requirement that CDW took an adverse employment action against him. As to Plaintiff conclusory claim of adverse action that he accepted a "constructive demotion" (Op. Comp. ¶ 208), the Illinois Supreme Court has refused to recognize a tort of retaliatory demotion or constructive demotion. *Zimmerman v. Buchheit of Sparta, Inc.*,

164 Ill.2d 29, 37-39, 645 N.E.2d 877, 881-882 (1994); *Welsh v. Commonwealth Edison Co.*, 306 Ill.App.3d 148, 153, 713 N.E.2d 679, 683 (Ill. App. 1st Dist. 1999)(affirming dismissal under 2-615 of constructive demotion claim).

Plaintiff's only other allegations of adverse action are inapposite. Plaintiff alleges that Josh D. said to him, "There's no use keeping you around if you don't want to be here." (Op. Comp. ¶ 207(c).) Then, Plaintiff alleges there was an adverse action against him when he was told a role he interviewed for was "on hold." (Op. Comp. ¶ 207(d).) These allegations are directly at odds with one another. On one hand, Plaintiff is alleging his manager Josh D. wanted him to not be around anymore, but Plaintiff also is claiming that his manager stopped him from leaving. These contradictory assertions defeat his attempt to allege adverse action. In any event, these actions are not sufficiently adverse to support a retaliation claim. *Owens v. Dep't of Hum. Rts.s*, 403 Ill. App. 3d 899, 919-20, 936 N.E.2d 623, 640-41 (Ill. App. 1st Dist. 2010) (oral and written reprimands alone are not adverse employment actions; not everything that makes an employee unhappy is an actionable adverse action). Certainly, if Illinois does not recognize demotion as adverse action for purposes of a retaliation claim, the statement Plaintiff attributes to his manager and that a position was put on hold are not sufficient to support a retaliation claim.

IV. PLAINTIFF'S OPERATIVE COMPLAINT VIOLATES THE PLEADING REQUIREMENTS OF 5/2-603(a) and (b).

Illinois law requires that all pleadings contain a plain and concise statement of the pleader's cause of action, with each cause of action separately pleaded, designated and numbered, and each divided into paragraphs, with each paragraph containing a separate factual allegation. 735 ILCS 5/2-603(a) and (b). The pleadings should reasonably inform the defendants (and the Court) of the claim upon which they are called to answer. *McKeel v. Edwina T*, 18-L-681, 2018 Ill. Cir. LEXIS 10724, *1 (Cir. Ct. Cook Cty. Law Div. June 5, 2018).

Plaintiff's Operative Complaint wholly fails to comply with the rules. If any of Plaintiff's claims survive this motion to dismiss -- which they should not – procedural rule 2-603 provides an independent basis for dismissal. The Operative Complaint contains ten preliminary narrative sections totaling 74 paragraphs before presenting any claim, burying the purported causes of action in convoluted background material wholly unrelated to the claims Plaintiff asserts. For example, Section 1 is titled "Overview of Claims" but contains legal arguments and conclusions rather than concise factual allegations. (Op. Comp. ¶¶ 1-7.) Sections 2 through 9 present a purported chronological narrative containing extensive detail that obscures facts supposedly supporting each cause of action. (Op. Comp. ¶¶ 8-73.) Most paragraphs contain multiple factual assertions. Further, the complaint includes extensive legal analysis, such as paragraph 5 which contains detailed legal characterization of the "Goal Modifier" mechanism rather than simple factual allegations. (Op. Comp. ¶ 5.) In addition, the Operative Complaint improperly structures the counts by incorporating by reference *all* preceding paragraphs, as well as all of the Complaint's exhibits and schedules. (Op. Comp. ¶¶ 75, 111, 142, 176, 188, 203.) Further violating 2-603, the Operative Complaint contains extensive legal conclusions and statutory interpretation. *See, e.g.,* Op. Comp. ¶¶ 52, 53, 143, 146.

Illinois courts consistently hold that complaints which fail to comply with pleading requirements may be dismissed. *See e.g., Rubino v. Cir.t City Stores Inc.*, 324 Ill. App. 3d 931, 938, 758 N.E.2d 1, 6 (Ill. App. 1st Dist. 2001)(dismissing complaint under 2-603 because it combined numerous factual allegations into a single paragraph and incorporating them into subsequent counts, making it impossible for defendants to understand the allegations and adequately respond); *McKeel v. Edwina T*, 18-L-681, 2018 Ill. Cir. LEXIS 10724, *1 (dismissing complaint; a defendant is entitled to a pleading that clearly and concisely states the factual basis

for each cause of action without requiring extensive analysis to extract the relevant facts from legal argument and narrative background).

CONCLUSION

Plaintiff's failure to state any factually supported claims, continuous failure to comply with basic pleading requirements, and at-will employment status demonstrate that he has not stated a claim, and he cannot amend his complaint to assert a valid claim. This Court has given Plaintiff every opportunity to state a claim and Plaintiff has repeatedly failed. Accordingly, this Couret should dismiss Plaintiff's Operative Complaint with prejudice.

Dated: March 17, 2026

Respectfully submitted,

CDW GOVERNMENT, LLC.,

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