

**Exhibit 1 – Defendant’s Response to Plaintiff’s First RTA**

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5/11/2026 3:43 PM  
Mariyana T. Spyropoulos  
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

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

**DEFENDANT’S RESPONSES TO PLAINTIFF’S  
REQUESTS TO ADMIT (SUPREME COURT RULE 216)**

Defendant, CDW Government, LLC, by its attorneys FordHarrison LLP, responds to Plaintiff’s Requests to Admit (Supreme Court Rule 216) as follows:

**I. DEFINITIONS**

In his Requests to Admit, Plaintiff includes the following definitions to which Defendant objects as set forth below:

“Plaintiff” means Marcellus Long.

“Defendant” or “CDW-G” means CDW Government LLC.

“Relevant Period” means June 1, 2023, through the date of your responses.

“Commission Payout” means the amount on Plaintiff’s commission statements that appears next to the label “COMMISSION PAYOUT,” “COMMISSION PAY OUT,” “COMM PAYOUT,” “COMM PAY OUT,” or any substantively similar label (including capitalization/spacing/punctuation/abbreviations/variants) on the same line, reflecting the gross commission for the period before any Goal Modifier or other reductions, as shown on Defendant’s own statements.

“Goal Modifier” means the separate red “minus” line on the commission statements that reduces the Commission Payout and matches the reduction reflected on the paycheck.

“Estimator” means the spreadsheet Defendant sent on May 1, 2023, in response to Plaintiff’s pre-hire request for “my new compensation plan.”

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“Goal” means assigned monthly/quarterly/annual sales, revenue, bookings, or quota targets for Plaintiff’s role.

“Performance Period” means a calendar month; “after the period began” means after the first day of that month while Plaintiff was already working.

“Forecast” means the weekly forecast(s) of expected sales/opportunities submitted by Plaintiff to management during the Relevant Period.

“The Commish” means the term used by CDW-G personnel to refer to an informal group within Sales and/or Sales Operations that, during the Relevant Period, addressed goaling/quota questions and compensation-plan interpretation (including office hours/Q&A).

“Manager” means any person in Plaintiff’s chain of command during the Relevant Period (including team leads, managers, senior managers, directors, or equivalent).

“Exit Reason Records” means exit-interview notes, HRIS separation reason codes/notes, resignation emails or tickets, and any manager HR handoff notes created when an employee resigns.

“Sales Operations” means Defendant’s sales operations/compensation/quotas/goaling personnel, systems, and leadership.

“Sales Leadership” means Defendant’s sales management chain (managers/directors/VPs).

**DEFENDANT'S OBJECTIONS TO PLAINTIFF'S DEFINITIONS:**

- **Defendant objects to the use and reliance upon the provided definition of “Commission Payout” to the extent that Plaintiff defines it as “reflecting the gross commission for the period before any Goal Modifier or other reductions, as shown on Defendant’s own statements” as it lacks foundation and is inconsistent with the Illinois Wage Payment and Collection Act.**
- **Defendant objects to the use and reliance upon the provided definition of “Goal Modifier” as it is not consistent with CDW’s compensation plan and does not constitute a deduction under the Illinois Wage Payment and Collection Act and administrative regulations relating thereto.**

- **Defendant objects to the use and reliance upon the provided definition of “Estimator” as defined by Plaintiff because Plaintiff was not hired in 2023 and therefore lacks foundation and because the definition is inconsistent with the Illinois Wage Payment and Collection Act and administrative regulations relating thereto.**
- **Defendant objects to the use and reliance upon the provided definition of “The Commish” as defined by Plaintiff because it lacks foundation and is inconsistent with the Illinois Wage Payment and Collect Act and administrative regulations relating thereto.**
- **Defendant objects to the use and reliance upon the provided definition of “Manager” as it is too vague, overly broad and unduly burdensome for Defendant to properly respond.**

## **II. INSTRUCTIONS**

In his Requests to Admit, Plaintiff includes the following instructions to which Defendant objects as set forth below:

- A. Each matter is admitted unless, within 28 days after service, you serve a sworn statement denying the matter or setting forth in detail the reasons why you cannot truthfully admit or deny it after reasonable inquiry. Ill. S. Ct. R. 216(c).
- B. Response Format; No “Speaking” Answers (Rule 216(c)):
  - (a) “Admit”; or
  - (b) “Deny,” which must fairly meet the substance of the Request; or
  - (c) “Admit in part / Deny in part,” with a concise qualification that specifies exactly what is admitted and what is denied; or
  - (d) “After reasonable inquiry, the information known or readily obtainable is insufficient to enable an admission or denial,” followed by a detailed description of the inquiry (custodians, systems, date ranges, and search terms).

Non-responsive narrative, argument, or commentary is improper. Do not answer indirectly or add extraneous facts. If a response contains commentary that does not specifically deny the precise proposition, the response will be treated as a qualified response and as an admission of the precise proposition to the extent not specifically denied. The requesting party will seek appropriate relief, including an order deeming the matter admitted and expenses under Supreme Court Rule 219, for any response that fails to fairly meet the substance of the Request as required by Rule 216(c).

Example: To “Admit CDW-G has a location in Cook County, Illinois,” it is improper to respond with commentary about other locations such as “Yes, CDWG Admits that it has a location in Cook County, However that is not the company’s main headquarters which is in Vernon Hills IL, as well as other locations around the world.” The response must be “Admit,” “Deny,” or a properly qualified admission/denial addressing the Cook County location.

C. If you lack information or knowledge to admit or deny, state that you have made a reasonable inquiry and that the information known or readily obtainable is insufficient to enable you to admit or deny and describe with particularity the inquiry made (systems searched, custodians, date ranges, and search terms).

D. These Requests seek facts, genuineness of documents (by reference to items already on file), and the application of law to fact; they do not seek abstract legal opinions.

E. Each response must be verified as required by Rule 216(c). Any denial or qualification must state with particularity the factual basis after reasonable inquiry (including the roles/departments involved and records relied upon).

**DEFENDANT'S OBJECTION TO PLAINTIFF'S INSTRUCTIONS:**

- **Defendant objects to the Instructions Plaintiff provided as they are inconsistent with the requirements of Rule 216, subject to and without waiving said objection, see the following responses below.**

**DEFENDANT'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S REQUESTS**

1. Admit that not at any time did CDW-G ask Plaintiff to sign, authorize, or agree to the Estimator sent to him on May 1, 2023.

**RESPONSE: Objection, this request fails to comply with the requirements of Rule 216(b) which requires that copies of the documents shall be served with the request unless copies**

have already been furnished. Subject to and without waiving said objection Defendant CDW admits that it did not request Plaintiff to sign the Estimator. Defendant further states that Plaintiff was an at will employee at the time Defendant provided the Estimator to him and Plaintiff authorized and agreed to the terms by remaining employed after he was made subject to such terms of compensation.

2. Admit CDW-G has not produced any written authorization signed by Plaintiff consenting to reductions of amounts labeled “Commission Payout” via any Goal Modifier.

**RESPONSE: Objection, Defendant was under no obligation to get Plaintiff’s written authorization and Defendant further objects as reductions under the compensation plan terms are not reductions or deductions from wages, and he was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation.**

3. Admit CDW-G’s federal contracts incorporate clauses requiring compliance with applicable federal, state, and local laws, including the Illinois Wage Payment and Collection Act (IWPCA), and with FAR Subpart 22.10 (Service Contract Labor Standards).

**RESPONSE: Objection, this request fails to comply with the requirements of Rule 216(b) requiring that copies of the documents shall be served with the request unless copies have already been furnished. Subject to and without waiving said objection, Defendant CDW admits it has signed federal contracts subject to compliance with applicable federal, state and local laws and that it complies with the Illinois Wage Payment and Collection Act.**

4. Admit that, within the last 5–10 years, HR, Legal, Sales Management/Leadership, and Sales Operations Leadership at CDW-G reviewed at least one complaint or any negative feedback from an employee other than Plaintiff concerning the Goal Modifier and its effect on commission payouts.

**RESPONSE: Admitted.**

5. Admit that, before serving responses to Request No. 4, CDW-G reviewed its complaint logs and case systems, including (without limitation) any EthicsPoint (or successor hotline), HR case-

management/HRIS, Legal/Compliance matter-tracking repositories, executive and leadership email archives, Sales and Sales Operations leadership's email mailboxes, relevant Teams/Webex channels, and any shared departmental repositories.

**RESPONSE: Objection, this request calls for information protected by attorney client privilege and attorney work product privilege and goes beyond the requirements of Illinois Supreme Court Rule 216.**

6. Admit Plaintiff did not have authority to set or approve his own Goal at any time during the Relevant Period.

**RESPONSE: Admitted.**

7. If you deny Request No. 6, identify the policy/authority (title/date) granting Plaintiff such authority.

**RESPONSE: Objection, this is not a proper request to admit seeking an admission or denial of a fact but instead an interrogatory asking for information; thus, no response is necessary.**

8. Admit Defendant, not Plaintiff, assigned Plaintiff's Goal during the Relevant Period.

**RESPONSE: Defendant CDW admits to this Request and further states that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation.**

9. If you deny Request No. 8, identify who assigned the Goal, when, and the records reflecting it.

**RESPONSE: Objection, this is not a proper request to admit seeking an admission or denial of a fact but instead an interrogatory asking for information; thus, no response is necessary.**

10. Admit "The Commish" is not an official CDW-G department or legal entity, had no formal corporate charter, and operated informally within Sales/Sales Operations.

**RESPONSE: Defendant CDW admits that "The Commish," is not an official CDW-G department or legal entity, had no formal corporate charter, and operated informally within Sales/Sales Operations.**

11. Admit that Defendant has no written charter, policy, or directive that creates “The Commish,” defines its scope of authority, or authorizes it to make decisions affecting an employee’s compensation.

**RESPONSE: Defendant objects to Request No. 11 as seeking irrelevant information and lacking foundation. Subject to and without waiving said objections Defendant CDW admits that there is no written charter, policy, or directive that creates “The Commish,” defines its scope of authority, or authorizes it to make decisions affecting an employee’s compensation.**

12. If you deny Requests Nos. 10-11, identify the charter or authorizing instrument (title/date/Bates No.).

**RESPONSE: Objection, this is not a proper request to admit but instead an interrogatory and thus no response is necessary.**

13. Admit that, around the time of Plaintiff’s June 21, 2023 email requesting removal/refund of the Goal Modifier, Plaintiff’s Army Sales Manager asked Plaintiff for his general feedback on the Goal Modifier.

**RESPONSE: Objection, this request is overly broad, unduly burdensome, and vague to respond to, particularly in its use of the term "Army Sales Manager" which individual is not identified, and term "general feedback." Defendant further states that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation. Subject to and without waiving said objection, Defendant CDW denies the statement in this request.**

14. Admit that, in that conversation, Plaintiff responded to the manager referenced above and stated that he thought the Goal Modifier was “absolutely horrible,” or words to that effect.

**RESPONSE: Objection, this request is not relevant, overly broad, unduly burdensome, and vague to respond to, particularly in its use of the term "manager referenced above" which individual is not identified, and term "words to that effect." Defendant further states**

that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation, subject to and without waiving said objections, Defendant admits Plaintiff complained to his manager Yemi [REDACTED] about the goal modifier.

15. Admit that the manager referenced in Nos. 13-14 replied to Plaintiff, "You are not alone," or words to that effect, in reference to Plaintiff's negative feedback about the Goal Modifier.

**RESPONSE: Objection, this request is not relevant, overly broad, unduly burdensome, and vague to respond to, particularly in its use of the term "manager referenced in Nos. 13 and 14" which individual is not identified, term "words to that effect," and term "negative feedback." Defendant further states that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation. Subject to and without waiving said objection Defendant CDW admits that Yemi [REDACTED] said something to the effect of "You are not alone, it is company policy."**

16. Admit that, in the same conversation, the manager referenced in Nos. 13-15 indicated that he himself disapproved of the Goal Modifier or expressed substantially similar sentiment.

**RESPONSE: Objection, this request is not relevant, overly broad, unduly burdensome, and vague to respond to particularly in its use of the term "manager referenced in Nos. 13-15" which individual is not identified, term "disapproved," and term "substantially similar sentiment." Defendant further states that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation, subject to and without waiving said objections, Defendant denies the statement in this request.**

17. Admit that, after Plaintiff submitted an EthicsPoint complaint on or around January 18, 2024, Plaintiff's Residency Sales Manager (not the manager referenced in Requests 13-16) raised Plaintiff's complaint with him in a 1:1 web meeting and stated, "There's no use in keeping you around if you don't want to be here," or words to that effect. This Request seeks only whether

those words were spoken by that manager to Plaintiff; it does not call for any characterization, justification, motive, or legal conclusion.

**RESPONSE: Defendant admits that Plaintiff submitted an EthicsPoint complaint on January 18, 2024. Defendant objects to the remaining portion of this request because it is not relevant, overly broad, unduly burdensome, and vague to respond to, particularly in its use of the term "Plaintiff's Residency Sales Manager," which individual is not identified, the term "not the manager referenced in Requests 13-16," which individual is not identified, and term "words to that effect." Defendant further states that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation. Defendant denies the remaining statement contained in this request.**

18. Admit that, before Defendant served its responses to Requests Nos. 13–17, each manager in Plaintiff's chain of command who provided information used to prepare those responses was and is aware that providing false information in discovery may carry legal consequences under Illinois law, including perjury and contempt, as evidenced by that manager's signed written acknowledgment of such awareness.

**RESPONSE: Objection, this request is overly broad, unduly burdensome, and vague to respond to, particularly in its use of the term "each manager in Plaintiff's chain of command," and term "legal consequences." Defendant further objects to this request to the extent it seeks communications protected by the attorney-client privilege and attorney-word product doctrine. Defendant also objects to this request to the extent it seeks to impose obligations upon Defendant to obtain "signed written acknowledgement of such awareness" from each individual Defendant communicated with regarding Requests Nos. 13-17 as these obligations are not required by Illinois Supreme Court Rule 216.**

19. Admit that, before serving responses to these Requests, Defendant checked the following categories of sources: Webex meeting artifacts (recordings, transcripts/captions, in-meeting chat,

participant lists, and meeting metadata) and Defendant's enterprise voice/compliance call recordings and call-detail/session logs capturing Plaintiff's dial-in audio to those meetings.

**RESPONSE: Objection this request calls for information protected by attorney client privilege and attorney work product privilege and goes beyond the requirements of Illinois Supreme Court rule 216.**

20. Admit that, within the last 5–10 years, at least one employee other than Plaintiff resigned and, in Exit Reason Records or any other communication method, cited disagreement with the Goal Modifier and/or CDW-G's compensation/goaling practices, or words to that effect.

**RESPONSE: Objection, this request is not relevant, overly broad, unduly burdensome, and vague to respond to, particularly in its use of the term "Exit Reason Records," the term "any other communication method," and term "disagreement . . . or words to that effect."**

21. Admit Defendant could change Plaintiff's assigned Goal during a Performance Period without obtaining Plaintiff's signed consent.

**RESPONSE: Defendant admits that is could change Plaintiff's Goal, denies that it could change Plaintiff's assigned Goal without notifying Plaintiff and further states that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation.**

22. Admit that, for at least one Performance Period between June 2023 and April 2024, the Goal shown for Plaintiff in Defendant's Incentive Compensation Management (ICM) and/or Sales Productivity Suite (SPS) systems at the start of the period was later changed to a different number during that same period.

**RESPONSE: Objection, this request is compound, vague and unintelligible, subject to and without waiving said objection Defendant admits that Plaintiff's goal was changed at least once between June 2023 and April 2024.**

23. Admit Defendant raised Plaintiff's Goal at least once between June 2023 and April 2024 after Plaintiff submitted a Forecast identifying expected sales that would increase his goal-attainment for that period.

**RESPONSE: Objection, this request is compound, vague and unintelligible, subject to and without waiving said objection Defendant admits that Plaintiff's goal was raised at least once between June 2023 and April 2024. Defendant further states that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation.**

24. Admit that the conduct described in Requests Nos. 22-23 occurred on more than one occasion.

**RESPONSE: Objection, this request is compound, vague and unintelligible. Defendant further states that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation. Subject to and without waiving said objection Defendant admits that Plaintiff's goal was changed more than once between June 2023 and April 2024.**

25. If you deny Requests Nos. 21-24 in whole or in part, state with particularity the scope of your inquiry, including each repository searched, each custodian, date ranges, search terms, and whether Goal History/Change Logs and Anaplan/ICM audit trails were reviewed.

**RESPONSE: Objection, this is not a proper request to admit seeking an admission or denial of a fact but instead an interrogatory asking for information; thus, no response is necessary. Responding further, Defendant states that Plaintiff was an at will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation.**

26. Admit that, within the last 5–10 years, the Illinois Department of Labor (IDOL) contacted Defendant regarding at least one complaint, claim, or inquiry by a CDW-G employee other than Plaintiff concerning wages, commissions, goaling/quota, or the Goal Modifier.

**RESPONSE: Defendant objects that this request is compound and seeks information that is not relevant or proportional to the needs of the case.**

27. Admit that, before serving responses to these Requests, CDW-G conducted an internal audit of goaling and compensation records and systems that included reviewing Goal History/Goal Change Logs (with timestamps and user IDs), quota/target assignment tables and manager-approval workflows, version history for monthly goal sheets, Anaplan and Incentive Compensation Management (ICM) configuration and transaction/audit logs, Sales Operations shared drives/dashboards/data warehouses, Sales Leadership and Sales Operations e-mail and Teams/Webex channels, ticketing/case systems for goal-change requests/approvals, and training/communications repositories (including “How Do I Get Paid” materials and “Commish” office-hours notes), and that the audit included searches during the Relevant Period for at least: “goal,” “commission,” “goaling,” “goal sheet,” “quota,” “target,” “Goal Modifier,” “GM,” and “Commish.”

**RESPONSE: Objection, this request is vague (including use of terms, “records and systems,” “quota/target assignment tables,” “manager-approval workflows,” “Sales Operations,” “data warehouses,” “Sales Leadership,” “ticketing/case systems,” and “training/communications repositories”); and calls for information that is subject to attorney client privilege, attorney work product privilege. Further, Defendant objects that this is not a proper request to admit seeking an admission or denial of a fact but instead is an interrogatory, further it is compound, being made up of multiple subparts.**

Dated: October 1, 2025

Respectfully submitted,

CDW GOVERNMENT, LLC.,

s/Joel Zeid

Attorney for Defendant

Joel Zeid

Joel Zeid (IL ARDC #6340061)

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**CERTIFICATE OF SERVICE**

The undersigned, an attorney, certifies that on October 1, 2025, he caused Defendant's Answers to Plaintiff's First Request for Admission to be served upon Plaintiff, By electronic mail to the email address below.

Marcellus Long ([legal@marcelluslong.com](mailto:legal@marcelluslong.com))

s/Joel Zeid  
Attorney for Defendant  
Joel Zeid

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

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

**DECLARATION OF KIMBERLY B.**

I, Kimberly B. having been duly sworn under oath, am over the age of 18 and have personal knowledge of the following:

1. I have personal knowledge of the facts contained herein.
2. I am currently the Senior Co Worker Success Business Partner for CDW Government, LLC.
3. I have personal knowledge of the matters and facts set forth in this Delcaration, and, if sworn as a witness, I can testify competently to those matters and facts.
4. The answers that Defendant CDW Government LLC, produced in response to Plaintiff Marcellus Long’s First Request for Admission propounded by the Plaintiff are, to the best of Defendant’s knowledge, true and correct.
5. Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

Dated: 10/1/2025

Signed /s/ Kimberly B.