IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

ILLINOIS COUNTY DEPARTMENT, LAW DIVISION

Marcellus Long,

Plaintiff,

v.

CDW Government LLC,

Defendant.

Case No. 2025L007458

Calendar W

PLAINTIFF'S THIRD AMENDED MOTION FOR ENTRY OF DEFAULT JUDGMENT PURSUANT TO ILLINOIS SUPREME COURT RULE 219(c) FOR DISCOVERY FRAUD AND FRAUD ON THE COURT, AND ALTERNATIVELY UNDER 735 ILCS 5/2-1301(d)

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I. INTRODUCTION

Defendant CDW Government, LLC has constructed its entire defense to this action on a foundation of corporate-entity substitution that began as discovery misconduct, matured into fraud on the Court, and culminated in active economic coercion of a pro se plaintiff during the pendency of these very proceedings. The discovery violations are not collateral to Plaintiff's claims; they are the mechanism by which Defendant has manufactured every defense it has advanced. Plaintiff therefore moves for default under Illinois Supreme Court Rule 219(c) on the basis of Defendant's sustained discovery fraud, and independently under the Court's inherent authority to address fraud on the Court.

The foundational fraud in this case did not begin at the preliminary injunction stage; it began at the very first court appearance on July 31, 2025. After Plaintiff served a Rule 201(k) request alongside the Complaint, Defendant appeared before this Court and falsely represented that it had never received it. Following a court-ordered conferral where Defendant was forced to admit receipt, Defendant shifted to a baseless oral objection, arguing it should not have to produce documents because "discovery had not yet commenced." The Court correctly overruled that objection, turned to Plaintiff to clarify the exact nature of the request, and asked words to the effect of: what does Plaintiff need? Plaintiff answered explicitly: anything that shows he agreed to the commission deductions. The Court turned directly to Defendant's counsel and asked words to the effect of: do you have that? After counsel stated they did not know, the Court granted Plaintiff's Motion to Compel. In response to that direct judicial mandate targeted at CDW Government, LLC's commission deductions, Defendant produced a 2021 offer letter from CDW Direct, LLC, a separate corporate entity. The document also expressly states on its face that it "does not constitute or represent any contractual commitments between CDW and you." And pertains to an

employment period not relevant to Plaintiff's employment at question in this action. Defendant then submitted that same non-party document at the preliminary injunction stage without disclosing the document's true provenance or its self-disclaiming language. Again, in its filed Exhibit List to its Opposition to Plaintiff's Motion to Correct and Modify the October 2, 2025 Order, Defendant labeled this document "Plaintiff's at-will employment letter.

On October 2, 2025, on the basis of Defendant's submission, this Court entered an order containing the unqualified statement: "Long is at-will." Plaintiff has contested that finding under sworn affidavit since November 3, 2025.

Everything that has happened since flows from that moment. Defendant has invoked the October 2 finding as a free-floating license to obstruct discovery into Defendant's own compensation practices, embed improper affirmative defenses into Plaintiff's Requests to Admit, certify productions through employees of non-party entities, refuse to supplement discovery responses after written representations to this Court that supplementation would occur, and ultimately to escalate from discovery obstruction into active economic coercion through a May 7, 2026 demand transmitted by a CDW, LLC employee, captioned with CDW, Inc. as the contracting party, demanding that Plaintiff sign a mandatory personal financial obligation to a third non-party entity (CDW Inc.) under threat of one hundred percent paycheck withholding.

That strategy depends on a particular legal assumption: that the at-will doctrine, widely misunderstood by laypersons, can be deployed as a near-universal disclaimer against every cause of action Plaintiff has pleaded. The assumption is wrong as a matter of Illinois law. At-will employment means one thing and one thing only: absent contractual restriction, either party may terminate the employment relationship without cause. It is not a defense to the Illinois Wage Payment and Collection Act. It is not a substitute for the written authorization the IWPCA requires

for wage deductions. It is not a license to administer negative commission modifications without disclosure or consent. The at-will doctrine was never designed to give an employer leverage in a wage payment dispute, and it is legally not compatible with such use. Plaintiff addresses the at-will defense in this motion not because it has merit, but because Defendant has invested over a year of litigation effort into pretending it does, and the Court must understand that effort for what it is: a defense substitute manufactured from inapplicable, non-party documents to fill the void where Defendant's actual employment records of Plaintiff should be.

Plaintiff respectfully moves this honorable Court to enter default judgment against Defendant pursuant to Illinois Supreme Court Rule 219(c) based on Defendant's sustained, willful, and brazen pattern of discovery fraud and fraud on the Court, alternatively under 735 ILCS 5/2-1301(d) for the pleading default that vested after the December 2, 2025 agreed briefing order. The misconduct documented herein is not a series of discovery oversights; it is a coordinated litigation strategy executed over a year by a multibillion-dollar corporation against a pro se plaintiff who is currently employed by that corporation in a different federal sales role working with active U.S. government contracts. The Illinois Supreme Court Rules and the IWPCA exist precisely to prevent this. Default is the only proportionate remedy.

II. THIS IS NOT THE FIRST TIME A COURT HAS TOLD DEFENDANT TO STOP

Defendant's pattern of attempting to enforce the terms and conditions of employment of one subsidiary against the employees of another subsidiary has been litigated, ruled upon, and publicly reported. In *CDW, LLC v. NeTech Corp.*, 2013 WL 1703518 (S.D. Ind. Apr. 18, 2013), the United States District Court for the Southern District of Indiana confronted CDW's attempt to impose one subsidiary's employment terms and conditions on employees who had transferred to a

different CDW subsidiary. The federal court rejected CDW's position and held, applying the Wisconsin Supreme Court's reasoning in *Krier v. Vilione*, 766 N.W.2d 517 (Wis. 2009):

> *"[The parties] cannot pick and choose when they would like to operate separately and when they would like to operate as one corporation. Their business's interdependence does not blur the entities' distinct corporate structures . . . . [W]hen [Plaintiffs] were joint owners of the three entities, if one of their corporate entities were being sued, [Plaintiffs] would not likely suggest that the corporations were actually interdependent such that the assets of all three entities would be available for damages. In fact, in a business such as waste disposal, there may be deliberate reasons to separate the entity that holds assets from other entities that might have greater exposure to liability. One cannot maintain the corporate structure when it inures to one's benefit and then ignore the constraints of corporate law when it does not. These parties formed separate entities that remain separate entities."*

The NeTech court should not have needed to write that paragraph. The principles articulated in it are foundational to American corporate law. Limited liability companies are limited liability companies. Separate legal entities maintain separate legal existences. One subsidiary cannot impose the terms and conditions of employment of another. These propositions are first-year law school doctrine. That the NeTech court was required to reiterate them at length is itself a measure of how aggressively CDW had been operating outside ordinary corporate boundaries.

NeTech was not an obscure ruling. It received contemporaneous national press coverage, including under headlines such as "Federal Judge Rules CDW Cannot Enforce Their Subsidiary's

Agreements." Defendant's in-house legal personnel knew. Defendant's outside counsel knew. Defendant's HR personnel knew. The proposition that a CDW Direct, LLC offer letter could be substituted for the operative employment documents of CDW Government, LLC was a position Defendant had already taken in federal court, had it rejected in published authority, and had been instructed by a federal judge not to take again. Defendant took it anyway, in this case, in this jurisdiction, against a pro se plaintiff. That is not inadvertence. That is not corporate confusion. That is a deliberate, calculated, repeat instance of the exact conduct that a federal court has already ruled is impermissible. Where that conduct is offered to a tribunal to induce findings, it is fraud, and where it is sustained as a strategy over a year after notice and repeated correction, it is fraud committed in bad faith.

III. PROCEDURAL BACKGROUND

A. The Foundational Fraud: The July 31 Hearing and the Document Substitution.

The pattern of misrepresentation to this Court began at the very first discovery hearing. Plaintiff served a Rule 201(k) meet-and-confer letter on June 23, 2025, concurrently with the Complaint. Defendant did not respond. At the July 31, 2025 hearing, Defendant's counsel stood before this honorable Court and falsely represented to your honor that they had not received the 201(k) letter. The Court ordered the parties to the back to confer. During that conferral, Defendant was forced to acknowledge that they had, in fact, received it because it had been served concurrently with the Complaint and Plaintiff held proof of service. Upon returning to the bench, rather than comply, Defendant pivoted to an oral objection, telling the Court they should not have to produce documents because the parties "haven't even had discovery yet." The Court correctly

noted that there is no rule prohibiting early 201(k) requests, clarified what Plaintiff was seeking, and granted Plaintiff's Motion to Compel over Defendant's oral objections.

One month later, on September 2, 2025, Defendant committed the foundational fraud that has defined this litigation. Defendant transmitted a communication to Plaintiff attaching a job offer letter from CDW Direct, LLC, a non-party entity with no role in Plaintiff's CDW Government, LLC employment and no party status in this proceeding. Defendant also brazenly included a written "objection" made after the court had already overruled Defendant's prior oral objections on July 31, 2025 before entering the order to compel. That written objection directed Plaintiff to BATES CDW000001-2, the exact same CDW Direct, LLC offer letter. A party against whom a court has already entered a production order has no remaining right to object to that production. Those objections were overruled the moment the Court granted the motion on July 31. Defendant's formal response was a deliberate attempt to deceive the Court into believing the CDW Direct, LLC letter and Plaintiff's CDW Government, LLC compensation plan were the same documents.

This September 2 production was accompanied by a void certification from Elizabeth H., who identified herself as "Senior Manager of Litigation and IP support for CDW" (CDW, LLC -- not the party CDW Government, LLC.) The affidavit identified no repositories searched and no custodians consulted. It simply proclaimed "completion" while pointing to a non-party document that was facially non-responsive to an order directed at CDW Government, LLC.

B. The September 12 Show Cause Petition and the Court's October 2 Order.

On September 4, 2025, Plaintiff transmitted a detailed Rule 201(k) clarifying email to Defendant's counsel specifying exactly what document was required, noting the entity distinction, and providing procedurally proper options: produce the writing or verify under oath that it does

not exist. On September 5, 2025, Defendant's counsel responded dismissively: "Mr. Long, we are not going to further debate this issue. Our position is clear in our previous emails."

Plaintiff did exactly what the Illinois Supreme Court Rules required him to do. On September 12, 2025, Plaintiff filed a Petition for Rule to Show Cause. That petition documented every step of Defendant's non-compliance in exacting detail: the initial non-response, the July 31 misrepresentation, the forced conferral, the September 2 document substitution, the improper September 2 post-order objection, and the void H. certification. The petition identified the CDW Direct, LLC offer letter as non-responsive to an order directed at CDW Government, LLC. The petition was properly filed, properly served, and accompanied by courtesy copies delivered directly to chambers. The petition placed before this Court, on September 12, 2025, every fact this Court would need to correct the misconduct at its inception.

The record reflects what happened next. The show cause petition was entered on the docket. The discovery misconduct it documented was never corrected. Instead, three weeks later, on October 2, 2025, this Court entered an order containing the unqualified statement "Long is at-will." The Court based this finding on Defendant's preliminary injunction submission -- which included the exact same CDW Direct, LLC offer letter that Plaintiff had already flagged as fraudulent three weeks earlier. Defendant submitted this non-party document to induce a finding of at-will employment status, and the Court entered that finding while Plaintiff's detailed Petition to Show Cause challenging the very basis of that submission sat unadjudicated on the docket.

To document and preserve this profound procedural anomaly, Plaintiff immediately filed a Motion to Clarify Record on October 3, 2025, requesting that the Court confirm which materials were considered before the ruling was issued. On October 7, 2025, the Court entered an Agreed Order (attached hereto as Exhibit T) confirming that: "The Court considered all of the parties'

submissions prior to entering the Court's October 2, 2025 Order." At the time the October 2 order was entered, Plaintiff had submitted no affirmative briefing regarding at-will status, no response to Defendant's PI materials addressing the at-will question, and no document contesting Defendant's characterization of the CDW Direct offer letter as an at-will acknowledgment. Plaintiff's only prior submission was the September 12 show cause petition, which focused on discovery misconduct, not on the substantive at-will question. The October 7 Agreed Order therefore confirms that the Court's October 2 finding on at-will status was based *entirely* on Defendant's uncontested, unilateral characterization of a non-party document, while Plaintiff's challenge to that document's authenticity and relevance remained pending and unadjudicated.

Plaintiff eventually moved to withdraw the show cause petition to focus on achieving a fair trial before a jury, but the damage to the integrity of these proceedings was done. The proliferation of Plaintiff's filings since September 12, 2025, is not a sign of a litigious plaintiff. It is the documented cost of uncorrected fraud. The IWPCA is a document- and date-driven statute; if the origins and dates of documents are ignored, and if a corporate defendant's submissions are accepted as fact while the plaintiff's rigorous authenticity challenges are ignored, a fair trial is impossible.

The record preserves itself. This Court is now being asked to rule on a Motion to Dismiss that relies excessively on the October 2 finding, while simultaneously being asked to enter default for the discovery misconduct that produced that very finding. This is the moment to correct it.

C. A Documented Pattern of Deadline Misrepresentation to This Court.

The show cause petition was not the first time Plaintiff documented Defendant's misrepresentations to this honorable Court about compliance obligations. The record establishes a broader pattern. Plaintiff filed the First Amended Complaint on October 31, 2025. Under Illinois Supreme Court Rule 181(b), Defendant had a deadline of November 28, 2025, which was a Friday

and a regular business day. Defendant filed its Motion to Dismiss on December 1, 2025, three days late. At the December 2, 2025 status hearing, when this Court inquired about the late filing, Defendant's counsel represented to the Court that the deadline had actually fallen on a weekend. That representation was false. November 28, 2025 was a Friday, as confirmed by the November 2025 calendar attached hereto as Exhibit U. Defendant filed on Monday, December 1, 2025. The filing was late under any calculation, and the explanation offered to this honorable Court was untruthful.

Defendant compounded this by appearing at the December 2, 2025 hearing without courtesy copies for the Court, requiring this Court to call the case back after the first call so that counsel could provide copies of the filing the Court had not yet seen. Plaintiff appeared prepared. Defendant did not. This Court proceeded with the hearing despite the disruption Defendant's unpreparedness caused.

Plaintiff raised none of this at the time. Plaintiff did not move to strike Defendant's late motion. Plaintiff did not seek default at that time. Plaintiff proceeded in good faith, allowed the litigation to move forward, and documented the pattern without weaponizing it. The Court is now in the position to evaluate that pattern in full, including Defendant's misrepresentation at the December 2 hearing, in the context of the sustained discovery misconduct that followed.

D. The October 2025 Discovery Contamination: Rule 216(c) Violations and Void Certifications.

Defendant aggressively expanded its discovery misconduct. On October 1, 2025, Defendant served its responses to Plaintiff's First Request for Admission. This marked a severe escalation into the active corruption of the sworn evidentiary record. Illinois Supreme Court Rule 216(c) strictly limits responses to admissions, denials, or detailed statements of inability to admit

or deny. Instead of complying with this mandate, Defendant weaponized the responses by embedding an unpleaded affirmative defense: "Plaintiff was an at-will employee and agreed to the terms by remaining employed," into twelve separate sworn answers. Simultaneously, Defendant fabricated definitional objections not recognized by Illinois law to avoid admitting facts about Defendant's specific compensation mechanisms.

Compounding this substantive fraud was a profound procedural one: Defendant systematically certified these and other discovery responses using individuals entirely outside the named Defendant entity. Affiants such as Elizabeth H., B., and B. were not employed by CDW Government, LLC. They possessed no personal knowledge of CDWG's compensation practices, its records, or its specific conduct toward Plaintiff. By executing discovery certifications through non-party employees, Defendant flagrantly violated 735 ILCS 5/1-109, rendering the certifications void on their face. This sustained pattern of submitting legally improper RTA responses and void certifications necessitated Plaintiff's pending Motion to Compel Compliant RTA Responses and Motion to Strike Improper Certifications. Rather than correct these foundational defects, Defendant has allowed them to stand as the basis of its defense, deliberately polluting the discovery record to obstruct Plaintiff's claims.

D. The January 2, 2026 Opposition and Its Fabrications.

On November 14, 2025, Plaintiff moved for leave to serve supplemental discovery, identifying specific developments and categories of information that required further inquiry. On January 2, 2026, Defendant filed an Opposition that contained two written representations, both of which are demonstrably false on the face of the record now before this Court.

First, Defendant represented that it had "already expended great effort in responding to Plaintiff's discovery requests, motions, and various Complaints" such that requiring further

responses would constitute unfair prejudice. That statement is a lie. Plaintiff has served exactly one set of Requests to Admit on Defendant in the entire course of this litigation. Defendant's response to that single set is the very same response infected with twelve improperly embedded affirmative defenses and certified by non-CDWG employees. Defendant's "great effort" representation describes the very responses that Plaintiff has formally challenged as substantively non-compliant and procedurally void. A defendant cannot manufacture the appearance of discovery exhaustion from responses that are themselves improper.

Second, Defendant represented in writing to this Court that it "will supplement its responses as all parties are required to do." That representation has also proven false. Defendant has not supplemented a single discovery response in the months since. During that time, Defendant's own Senior Director of Global Compensation sent a company-wide email announcing for the first time that CDW would require signed acknowledgment of compensation plans, squarely within the scope of Plaintiff's served Requests to Admit and Requests for Production and independently triggering Defendant's duty to supplement. Defendant did not supplement. Separately, Defendant dispatched an employee of CDW, LLC to demand on Defendant's behalf, that Plaintiff sign a unique binding agreement with CDW, Inc. acknowledging that "Plaintiff is an at-will employee," under threat of total paycheck withholding if he does not sign, again squarely within the scope of Plaintiff's served discovery and Defendant's supplementation obligation. Defendant did not supplement. A written representation to a court that a party will fulfill its supplementation obligations, made to defeat a motion seeking discovery, is not aspirational language. It is a representation that carries the force of an obligation. To make that representation and then to violate it while the very developments triggering compliance accumulate on the record is fabrication used as a coercive litigation tool.

A true and correct copy of Plaintiff's Supplemental Answers to Defendant's Interrogatories (Rule 213(i), served May 11, 2026), documenting the May 7 demand and the entity-mixing pattern under oath, is attached hereto as Exhibit R. A true and correct copy of Plaintiff's Supplemental Responses to Requests for Production (Rule 214(d), served May 11, 2026) is attached hereto as Exhibit S.

E. The February 17, 2026 Agreed Order and Defendant's Continued Maneuvering.

At the February 17, 2026 hearing, the parties agreed to a briefing schedule. Defendant proposed to file a Rule 2-619.1 Motion to Dismiss by March 17, 2026. The Court entered the agreed order. Defendant filed its Motion to Dismiss on March 17, 2026. Defendant's Motion to Dismiss, like every defense pleading before it, depends entirely on the October 2 finding the Court was fraudulently induced to make on the basis of an inapplicable, non-party document. Strip away the foundational fraud and the defense collapses.

IV. LEGAL STANDARD

A. Rule 219(c) Default for Discovery Misconduct.

Illinois Supreme Court Rule 219(c) authorizes this Court to enter default judgment against a party that "unreasonably fails to comply with any provision" of the Illinois Supreme Court Rules governing discovery. The Illinois Supreme Court has held that default is an appropriate sanction where a party's conduct reflects a "deliberate, contumacious or unwarranted disregard of the court's authority." *Shimanovsky v. General Motors Corp.*, 181 Ill. 2d 112, 123 (1998). The Illinois Supreme Court has further confirmed that Rule 219(c) sanctions, including default, are committed to the sound discretion of the trial court and serve the dual purpose of accomplishing the objectives

of discovery and deterring future misconduct. *Sander v. Dow Chemical Co.*, 166 Ill. 2d 48, 68 (1995).

A long line of published Illinois decisions confirms that deliberate, contumacious discovery misconduct warrants terminal sanctions. In *Koppel v. Michael*, 374 Ill. App. 3d 998, 1004 (1st Dist. 2007), the First District Appellate Court affirmed entry of default judgment as a Rule 219(c) sanction where a defendant filed a false affidavit and had been subject to repeated orders regarding discovery non-compliance. The First District has also recognized that "[f]or a party trying to obtain legitimate discovery, dealing with disruptive or manipulative conduct can be demoralizing and distracting" and that "unless and until trial judges clamp down on discovery abuses -- be it engaging in stonewalling, foot dragging, obfuscation, or any other shenanigans -- little incentive exists for the already recalcitrant party to comply." *Locasto v. City of Chicago*, 2014 IL App (1st) 113576, ¶ 25. Sanctions exist "to combat abuses of the discovery process and maintain the integrity of the court system." *Id.* ¶ 27.

Persuasive authority under Illinois Supreme Court Rule 23(e)(1) further supports default here. In *Stoyanov v. Trimont Law Group, Ltd.*, 2024 IL App (1st) 221434-U, the First District affirmed a default judgment of over $400,000 entered under Rule 219(c) after a defendant repeatedly engaged in deceptive, bad-faith discovery practices, emphasizing that the trial court is in the superior position to observe and judge the character of the conduct and that terminal sanctions are warranted to protect the integrity of the judicial process. Plaintiff cites this decision pursuant to Rule 23(e)(1) for its persuasive value. The misconduct in this case transcends what was before the court in *Stoyanov*. Three void certifications from non-CDWG employees, twelve embedded affirmative defenses in discovery responses the rules do not permit, fabricated definitional objections the rules do not authorize, a written representation to the Court about

supplementation falsified by months of non-performance, and post-filing economic coercion of the opposing party -- all sustained for over a year after notice and opportunity to cure -- warrants terminal sanctions at minimum equally.

Instructive federal authority reinforces this conclusion. In *National Hockey League v. Metropolitan Hockey Club, Inc.*, 427 U.S. 639, 643 (1976), the United States Supreme Court upheld dismissal as a discovery sanction and articulated the principle that the most severe sanctions must be available "not merely to penalize those whose conduct may be deemed to warrant such a sanction, but to deter those who might be tempted to such conduct in the absence of such a deterrent." The deterrence rationale applies with particular force here. If Defendant's pattern of submitting void certifications, embedding affirmative defenses in discovery vehicles, fabricating procedural objections, and escalating from discovery obstruction into economic coercion of a pro se plaintiff carries no terminal consequence, every corporate defendant in Cook County learns that this conduct is permissible. This Court's ruling on this motion will establish whether the Illinois Supreme Court Rules governing discovery apply equally to institutional defendants and pro se plaintiffs, or whether the rules are optional for parties with sufficient resources to outlast the consequences of violating them.

B. The Court's Inherent Authority to Address Fraud on the Court.

Illinois courts have recognized fraud on the court as a separate and independent basis for terminal sanctions. Fraud on the court exists where a party engages in a deliberate scheme to corrupt the judicial process by inducing findings through misrepresentation, withholding material facts from the tribunal, or otherwise manipulating the integrity of the proceedings. *See People v. Bridgeforth*, 51 Ill. 2d 52 (1972) (recognizing inherent judicial authority to address fraud on the court). The submission of a non-party document presented as the operative employment document

of the named defendant, without disclosure of the document's true provenance or its self-disclaiming language, sustained over multiple proceedings and used to induce specific factual findings, falls squarely within that doctrine.

C. The IWPCA's Recordkeeping Presumption: Section 10.

Section 10 of the Illinois Wage Payment and Collection Act, 820 ILCS 115/10, requires employers to keep records of wages, hours, deductions, and authorization for those deductions, and provides that where an employer fails to maintain such records, there is a presumption in favor of the employee's allegations as to hours worked and rate of pay. The presumption is deliberately broad. The legislature recognized that wage disputes are inherently asymmetric -- the employer controls the records, and an employee has no independent means of documenting what the employer chose not to memorialize. The presumption therefore extends to the foundational questions of the employment relationship itself: how the employee was classified, whether compensation was hourly or salary-based or commission-based, what modifications of those earnings were authorized, and under what terms the employment was established. Plaintiff's classification, compensation structure, and the absence of any written authorization for Goal Modifier deductions are all within the scope of records an employer is required to maintain under Section 10, and the goal modifier discretely reduced Plaintiff's commission rate. Where those records are missing, not because they were lost, but because they were never created as required by statute and then withheld through a year of void certifications and improper post production order objections -- the presumption fills the void with Plaintiff's sworn account. That is not an expansion of the statute. That is the statute operating as written.

D. Alternative Default Under 735 ILCS 5/2-1301(d).

Section 2-1301(d) authorizes default for failure to comply with any order of court or for want of prosecution. Plaintiff preserves the original 2-1301(d) argument: Defendant's pleading default vested on February 4, 2026, before the February 17, 2026 agreed briefing order.

V. ARGUMENT

A. Defendant's Conduct Constitutes Fraud on the Court.

Fraud on the court is not a casual accusation, and Plaintiff is fully aware of that fact. It is a highly specific doctrine reserved for conduct that corrupts the integrity of judicial proceedings themselves. Where a party submits a document to a tribunal presented as the operative document of the named defendant, knowing that a federal Judge has already instructed them not to, knowing that the document is attributable to a non-party entity, knowing that it expressly disclaims any contractual force, knowing that it pertains to a different employment relationship that ended before the relevant facts arose, and knowing that the tribunal will rely on the submission to make findings, that party has committed fraud on the Court.

Defendant's August 14, 2025 preliminary injunction submission did each of these things, but it was merely the culmination of the fraud that began on July 31, 2025. Defendant misrepresented to this Court that it had never received Plaintiff's Rule 201(k) request, shifted to baseless oral objections after being caught, stated it did not know whether it had the required document, and ultimately produced a non-party document in response to a direct judicial mandate. Defendant then took that same fraudulently substituted document and submitted it at the preliminary injunction stage to induce an unqualified finding of at-will employment status. The Court entered the October 2, 2025 finding on the basis of what Defendant placed before it. The

finding was not the result of judicial error. The finding was the product of Defendant's misrepresentation by omission, executed at a precise procedural moment when Plaintiff had submitted no affirmative briefing on the at-will question. As the October 7, 2025 Agreed Order (Exhibit T) confirms, the Court considered all submissions on file at that time -- and at that time, the only submission addressing Plaintiff's employment status came from Defendant, and it was a non-party document Defendant had misrepresented to this honorable court as operative.

Defendant then proceeded to leverage that fraudulently induced finding as the foundation for every subsequent defense maneuver: at-will status invoked to obstruct discovery; at-will status invoked as a substitute for IWPCA written authorization requirements; "Plaintiff was an at-will employee and agreed to the terms by remaining employed" inserted into twelve separate responses to Plaintiff's First Requests to Admit; at-will status pleaded as the central pillar of Defendant's Motion to Dismiss; and ultimately at-will status weaponized in the May 7, 2026 demand transmitted by a CDW, LLC employee to extract a new signed at-will acknowledgment on Defendant's behalf, under a coercive threat of total paycheck withholding. Every step of that progression depends on a court finding manufactured through improper document substitution.

B. The At-Will Doctrine Was Never Designed for This, and Defendant's Pretense That It Was Is the Problem.

Defendant has committed over a year of litigation resources to a defense theory that serves as a substitute for the employment documentation it cannot produce. The doctrine of at-will employment in Illinois has a specific and narrow legal meaning. Absent contractual restriction, either party may terminate the employment relationship without cause. That is the entire legal content of the doctrine. The doctrine was never designed to function as leverage in a wage payment dispute, and it is legally not compatible with such use. The at-will doctrine governs the absence of

contractual restriction on termination; it has nothing to say about wage practices, deduction authorization, recordkeeping, or properly administering modifications to an employee's commission payout. To deploy at-will as a defense to an IWPCA claim is to invoke a doctrine for a purpose entirely outside its legal scope.

The at-will doctrine does not relieve the employer of its statutory obligations under the Illinois Wage Payment and Collection Act. The at-will doctrine does not substitute for the written authorization the IWPCA requires for commission deductions. 820 ILCS 115/9. The at-will doctrine does not displace the employer's duty to disclose compensation terms in writing at the time of hiring. 820 ILCS 115/10. The at-will doctrine does not entitle an employer to withhold earned commissions without consent. The at-will doctrine does not insulate an employer from claims of fraudulent concealment, conversion, unjust enrichment, or retaliation. The at-will doctrine does not exempt a defendant from its discovery obligations under the Illinois Supreme Court Rules. And the at-will doctrine emphatically does not authorize an employer to engage in conduct otherwise prohibited by Illinois law, with the only available remedy being the employee's right to quit. The proposition that "you don't like it, you can quit" is a familiar layperson misunderstanding of the doctrine. It is not the law. It has never been the law. It cannot be made the law by repetition in twelve Requests to Admit responses or by inducing a court to issue an unqualified finding on the basis of a substituted document.

All of Defendant's at-will defense effort should have ended at the September 5, 2025 Rule 201(k) clarification moment. By that date, Defendant had been told in writing exactly what document was required and exactly why the CDW Direct, LLC offer letter was not it. A defendant litigating in good faith would have either produced the required document (because it existed) or verified under oath that no such document existed (because it did not). Defendant did neither.

Defendant instead invested months of additional litigation in a defense theory it had been told, in writing, was based on the wrong document. That investment is the documentary record of bad faith.

There is a more fundamental principle at stake that transcends the procedural history. Every employee in Illinois has the right to evaluate the terms and conditions of employment before accepting a position. That right is not optional. It is the foundation upon which the IWPCA's notice and disclosure requirements rest. An employer that refuses to disclose compensation terms at the time of hiring, withholds the existence of a post-calculation deduction mechanism, resets an employee's length of service without written consent, and then after the fact asserts that the employee is at-will and "agreed to the terms by remaining employed" has not described an employment relationship. It has described a coercive arrangement in which the employee was denied the information necessary to make an informed decision about whether to accept the position at all. Plaintiff was recruited into CDW Government, LLC through Defendant's Business Expansion Unit, Black Excellence Unlimited, an affinity-based recruitment channel. Plaintiff accepted the CDWG role on March 27, 2023, based on representations made during that recruitment process, none of which were memorialized in writing by CDW Government, LLC. To suggest that Plaintiff can be held to terms he was never shown, under a status he was never told he held, documented only in a letter from an entirely different employer that expressly disclaims its own contractual force, is to suggest that an employer may retrofit employment terms onto an employee after the fact with no obligation to have disclosed them in advance. That is not the at-will doctrine. That is the absence of informed consent. Plaintiff reserves the right to amend his complaint to add claims arising from the recruitment and onboarding conduct described herein, including under the Illinois Human Rights Act and any applicable federal law.

C. Defendant Knew: NeTech Was Instructive, National, and Determinative of CDW's Actual Corporate Knowledge.

The NeTech ruling is not an obscure footnote. While a federal district court decision from the Southern District of Indiana is technically not controlling precedent upon this Court, it is highly persuasive, instructive federal authority on whether CDW corporate entities can be substituted for one another in litigation concerning the terms and conditions of employment. More importantly, the ruling is determinative of CDW's actual corporate knowledge and subjective bad faith in these proceedings. In NeTech, CDW attempted the exact same corporate-entity mixing strategy to impose one subsidiary's agreements onto employees of another. The federal court rejected CDW's position in no uncertain terms, noting:

> *"One cannot maintain the corporate structure when it inures to one's benefit and then ignore the constraints of corporate law when it does not."*

Defendant's in-house legal personnel, outside counsel, and HR departments have had actual, written notice of this legal boundary for over a decade. The proposition that a CDW Direct, LLC document could be substituted for the operative documents of CDW Government, LLC was a position Defendant had already taken in federal court, had it rejected in published authority, and had been instructed not to take again. Defendant took it anyway, in this case, in this jurisdiction, against a pro se plaintiff. That is not corporate confusion. That is not inadvertence. It is a deliberate, calculated repeat of conduct a federal court has already ruled is impermissible.

The principle is no different inside the courtroom itself. A law firm cannot appear on behalf of Client A, file documents on behalf of Client B, and tell the court the distinction is irrelevant because both clients share the same corporate parent. The court would reject that instantly. Sharing a corporate parent does not create shared legal identity. Each subsidiary is a distinct legal entity

with its own obligations, its own capacity, and its own boundaries. CDW Government, LLC is the named defendant. CDW, LLC is not. CDW Direct, LLC is not. CDW, Inc. is not. The fact that all four share a common parent corporation no more entitles one to appear for another than it would entitle two separate law firms to appear for each other because they share a common investor. Appearing through those entities in a lawsuit against CDW Government, LLC is no different from a law firm substituting one client for another mid-proceeding and hoping no one notices. The court would not permit it there. It should not permit it here.

The NeTech court should not have needed to write its corporate-separateness paragraph. The principles it articulated -- that limited liability companies are limited liability companies, that separate legal entities maintain separate legal existences, and that one subsidiary cannot impose the terms and conditions of employment of another -- are foundational corporate law that does not require a federal court's articulation. That a federal court was required to spell those principles out at length, in published authority, in a CDW case, is itself a measure of how aggressively CDW had been operating outside ordinary corporate boundaries. Defendant has now done the same thing again. Defendant's conduct is not merely impermissible; it is impermissible after explicit, public, judicial correction in Defendant's own prior litigation. That is bad faith of the highest order, and where the misrepresentation is offered to this tribunal to induce findings, it is fraud.

D. The January 2, 2026 Opposition Was Itself Discovery Fraud.

Defendant's January 2, 2026 Opposition to Plaintiff's Motion to Serve Supplemental Discovery is a discrete instance of fabrication used to obstruct the discovery process. The Opposition contained two written representations to this Court, both of which are demonstrably false on the face of the record.

First, Defendant represented that it had "already expended great effort in responding to Plaintiff's discovery requests" such that further discovery would impose unfair prejudice. That representation is a lie. The "great effort" Defendant claims describes Defendant's response to a single set of Requests to Admit, and the responses Defendant invokes as evidence of that effort are the very responses that Plaintiff has now filed two pending motions to challenge as both substantively non-compliant (improper Rule 216(c) qualifiers in twelve responses) and procedurally non-compliant (executed by non-CDWG employees). A defendant cannot rely on responses that are themselves improper to manufacture an appearance of discovery exhaustion. The "burden" Defendant invoked to defeat Plaintiff's supplemental discovery motion was a burden Defendant manufactured by responding improperly in the first instance.

Second, Defendant represented in writing to this Court that it "will supplement its responses as all parties are required to do." That representation was made on January 2, 2026, in response to Plaintiff's good-faith argument that material developments would require further inquiry. By assuring the Court that supplementation would occur as a matter of course, Defendant moved to defeat the motion for supplemental discovery -- a motion the Court had not yet ruled upon. Defendant then proceeded to violate the representation. Material developments squarely responsive to Plaintiff's served discovery have occurred. Defendant has supplemented as to none of them. That is not a mere discovery dispute. That is fabrication offered to a court to obtain a favorable ruling, followed by deliberate non-compliance protected by the very ruling the fabrication procured.

F. Defendant's Discovery Responses Are Void and Must Be Treated as No Response at All.

A defendant who submits void certifications, embeds affirmative defenses in sworn discovery vehicles, and objects using invented procedural barriers has not done discovery. It has

performed the appearance of discovery while systematically denying its substance. Each of these categories of Defendant's conduct independently renders its responses legally deficient. Taken together, they establish that Defendant has never engaged with Plaintiff's discovery in good faith.

First: every discovery certification Defendant has submitted is void on its face. Under 735 ILCS 5/1-109, a certification carries the force of sworn testimony and demands personal knowledge of the facts certified. Defendant's certifiers -- H., B., and B. -- are not employed by CDW Government, LLC. They have no personal knowledge of CDW Government LLC's compensation practices, its Goal Modifier records, its authorization documents, or its conduct toward Plaintiff. A certification of CDW Government LLC's records by someone who does not work for CDW Government LLC is not a certification. It is a signature on facts the signer cannot know. That instrument is void. A void certification is no certification. A discovery response supported by a void certification is, legally, no response. Defendant has been on notice of this deficiency since Plaintiff first documented it. Defendant has not corrected it. After a year of litigation, Defendant has not produced a single CDW Government LLC employee to certify a single fact about CDW Government LLC's own records. That is not a curable oversight. It is proof that the records either do not exist or that Defendant is deliberately withholding them behind non-party certifiers who cannot be held accountable for facts about an entity they do not work for.

Second: Defendant inserted "Plaintiff was an at-will employee and agreed to the terms by remaining employed" into twelve separate Requests to Admit responses. Rule 216(c) authorizes three responses: Admit, Deny, or a statement of inability to admit or deny after reasonable inquiry. It authorizes nothing else. An affirmative defense is not one of the three. Defendant used twelve sworn discovery responses to assert a legal conclusion it cannot establish through proper proof --

because it has no signed CDWG-specific authorization to produce. That is not discovery. That is litigation strategy dressed in discovery clothing, submitted under oath, deployed to manufacture a record that proper discovery would never have produced.

Third: Defendant objected to Plaintiff's defined terms -- "Estimator," "The Commish," and "Manager" -- as "inconsistent with the IWPCA," "lacking foundation," and "overly broad." Rule 216 contains no mechanism for definitional objections. Defendant invented a procedural barrier that does not exist under Illinois law and used it to avoid sworn admissions about the precise compensation mechanisms at issue. These are not legitimate objections. They are fabricated shields constructed from invented procedure.

G. Defendant's Discovery Failures Prevent a Fair Trial and Constitute Irreparable Prejudice to Plaintiff.

The consequences of Defendant's discovery misconduct are not abstract. They are concrete, documented, and irreversible. Plaintiff cannot obtain the records he needs to establish his claims through any means other than Defendant's compliance with its discovery obligations. Defendant controls those records. Defendant's compensation system records, Goal Modifier calculation data, authorization documentation, and internal communications about the Goal Modifier's design and operation are exclusively within Defendant's possession. Plaintiff has no independent access to them.

Because Defendant certified its discovery responses through employees with no personal knowledge of CDW Government LLC's records, those responses cannot be treated as establishing what Defendant's records actually contain. Because Defendant embedded affirmative defenses rather than factual admissions in its RTA responses, the sworn record is contaminated with legal argument where facts should be. Because Defendant objected to Plaintiff's defined terms using

invented procedural barriers, entire categories of factual inquiry were never answered. Because Defendant promised supplementation and delivered none, the record does not reflect the March 27, 2026 compensation disclosures or the May 7, 2026 demand in Defendant's own discovery responses -- only in Plaintiff's supplemental answers to Defendant's interrogatories and Plaintiff's supplemental RFP responses, both served May 11, 2026.

The result is a discovery record that looks like participation but functions like obstruction. Plaintiff has no CDWG-specific employment documents because Defendant certified their absence through someone who cannot certify anything about CDWG. Plaintiff has no sworn admission about the Goal Modifier's operation because Defendant substituted legal argument for factual response. Plaintiff has no supplemented responses reflecting a year of material developments because Defendant promised supplementation and delivered none. Proceeding to trial on this record would reward a year of systematic obstruction with the very trial Defendant's conduct was designed to prevent Plaintiff from being able to win. Rule 219(c) exists to ensure that outcome does not occur. Default is the remedy that fits the misconduct.

H. Defendant Has Litigated This Entire Case Through Non-Party Representatives.

Plaintiff is suing CDW Government, LLC. That is the entity in the caption. That is the entity that employs Plaintiff in the role at issue. Yet at every procedural juncture where Defendant was required to produce, certify, identify, or transmit, Defendant has substituted personnel from a different corporate entity. The September 10, 2025 H. affidavit identifies the affiant as employed by "CDW," not CDW Government, LLC. The B. certification identifies the affiant as a CDW, LLC/Sirius Computer Solutions employee. The B. certification certifies "by CDW," not CDW Government, LLC. The May 7, 2026 demand was transmitted by a CDW, LLC

employee on behalf of CDW, Inc. Not a single CDWG employee has certified, signed, or transmitted a single official communication in this litigation.

CDW Government, LLC is, by publicly reported metrics, the most revenue-generating subsidiary in the CDW corporate family, accounting for a substantial portion of CDW's federal government IT contracts and delivering hundreds of millions in revenue annually. Yet in over a year of litigation, not one CDW Government, LLC employee has appeared in any capacity on behalf of the named Defendant: not to certify a discovery response, not to sign a production, not to transmit a communication. The strongest subsidiary in the CDW family has been rendered completely invisible in the litigation that names it as defendant. That invisibility is not accidental. A party that responds to a lawsuit exclusively through non-party representatives has not responded at all. The signatures on Defendant's discovery certifications belong to people who have no personal knowledge of, and no legal authority to obligate, the only entity actually being sued. Submitting documents bearing those signatures and calling them "Defendant's responses" is not compliance with the Illinois Supreme Court Rules. It is the same fraud-by-substitution that began with the August 2, 2025 discovery production, escalated at the preliminary injunction hearing, and has now been replicated across every category of required litigation conduct.

I. The IWPCA's Section 10 Presumption Operates Decisively in Plaintiff's Favor and Independently Warrants Default.

The IWPCA's recordkeeping presumption is not an academic point. It is the operative legal framework by which a court resolves a wage dispute where the employer has failed to keep the records the statute requires. Where the employer's records are missing, Section 10 commands that the employee's sworn account governs. 820 ILCS 115/10.

After a year of litigation, after a court-ordered production, after a Rule 201(k) clarifying email specifying exactly what document was required, after sworn certifications by three separate non-CDWG affiants, Defendant has produced not a single document reflecting any of the following: (a) Plaintiff's CDWG-specific offer letter; (b) Plaintiff's CDWG-specific compensation plan; (c) Plaintiff's written authorization for commission modifications; (d) Defendant's written disclosure of the Goal Modifier mechanism; (e) Plaintiff's signed at-will acknowledgment for the CDWG position; or (f) any CDWG-attributable writing memorializing the terms under which Plaintiff was hired and paid in his federal sales role from May 2023 forward. Six required categories. Zero documents produced. That recordkeeping void triggers the Section 10 presumption with full force.

Plaintiff has filled the resulting evidentiary void with sworn testimony. Plaintiff's Affidavit of November 3, 2025, originally filed as Exhibit 1 to Plaintiff's Motion to Correct and Modify the October 2, 2025 Order (and attached hereto as Exhibit 1), establishes each of the following facts under penalties of perjury pursuant to 735 ILCS 5/1-109:

Plaintiff has never affirmatively stipulated or confirmed that he was employed in an "at-will" capacity by CDW Government, LLC. Affidavit ¶ 2.

Plaintiff did not concede or stipulate to being an "at-will employee" of CDWG at the October 2, 2025 hearing, and Plaintiff has not been provided any CDWG-specific signed document reflecting his employment terms or status. Affidavit ¶ 3.

Any at-will acknowledgment Plaintiff signed in 2021 related to CDW Direct, LLC, a separate legal entity. Plaintiff did not sign any CDWG-specific at-will acknowledgment or any authorization permitting reductions from earned commissions. Affidavit ¶ 4.

Plaintiff was not provided, prior to commencing his CDWG role in May 2023, with any written offer letter, compensation plan, or disclosure of the Goal Modifier mechanism, despite repeated requests. Affidavit ¶¶ 4A-4B, 5.

Plaintiff's commissions for the period at issue were calculated, displayed as "Commission Payout," and then reduced by the Goal Modifier mechanism without Plaintiff's signed authorization. Affidavit ¶ 1B.

Public records from the Illinois Secretary of State reflect that CDW Government, LLC and CDW Direct, LLC are separately registered entities, with separate EINs reflected on Plaintiff's respective W-2s. Affidavit ¶¶ 4C-4D.

Each of these facts is sworn. Each is supported by documentary exhibits attached to the affidavit. Each addresses a category in which Defendant has produced no contrary CDWG-attributable record. Section 10 of the IWPCA therefore commands that these facts are the operative findings before this Court for all purposes where Defendant has failed to produce the required records.

The IWPCA's recordkeeping requirement is not a technicality. It is one of the most seriously enforced employer obligations in Illinois precisely because wage disputes are asymmetric: the employer controls the records, and without those records the employee has no independent means of establishing what was agreed. When an employer fails to keep those records, Section 10 fills the void with the employee's sworn account. That is not a loophole. That is the statute operating exactly as the legislature intended. And here the consequences of that operation are devastating for Defendant, because Plaintiff has demonstrated, under oath, precisely what happened. Plaintiff never worked for CDW Direct, LLC during the period at issue. His W-2 for the relevant period identifies CDW Government, LLC and its EIN as his employer, not CDW

Direct, LLC. His commissions were earned under his CDWG employment. His commission payout was calculated and then reduced by the Goal Modifier, and that reduction is visible on the face of his own commission statements, which Defendant itself submitted into the record during the preliminary injunction phase. The facts are not alleged in the abstract. They are documented, they are sworn, and they are unrebutted by any CDWG-specific authorizing record Defendant has been able to produce in over a year of litigation.

Defendant never had a legally cognizable defense to these facts. To establish one, Defendant would need records of Plaintiff's CDWG employment: an offer letter, a compensation plan, a signed authorization for Goal Modifier deductions. Defendant has none. When this Court required Defendant to certify those records through proper discovery, Defendant produced representatives from CDW, LLC, Sirius Computer Solutions, LLC, and entities identified only as "CDW" -- none of whom have personal knowledge of CDW Government, LLC's records and none of whom could lawfully certify facts about a company they do not work for. The non-party certifications are not merely improper. They are, by negative inference, confirmation that the CDWG records do not exist. Corporate separateness establishes that conclusion as a matter of law. The grossly deficient discovery responses establish it as a matter of fact. Together they leave Defendant with no ground to stand on.

Therefore: Plaintiff has established, by sworn testimony operating under the Section 10 presumption, that he never received a CDWG-specific offer letter, never received a CDWG-specific compensation plan in writing, never received written disclosure of the Goal Modifier mechanism, never signed a CDWG-specific at-will acknowledgment, and never authorized in writing any deduction from his earned commissions. Defendant's response to each of these established facts has been one and the same: the CDW Direct, LLC offer letter from a different

entity, a different role, and a different employment period, accompanied by the unqualified October 2 finding induced through that same fraudulent substitution. That is not a rebuttal. That is the substitution that triggered the Section 10 presumption in the first place. Defendant cannot rebut a presumption arising from its recordkeeping failure by pointing to documents that are not records of the relevant employment.

When the Section 10 presumption is combined with Defendant's documented discovery fraud, fraud on the Court, and continuing escalation through the May 7 demand, default is not just warranted; it is the only result consistent with Illinois law. The integrity of the IWPCA depends on the proposition that an employer cannot benefit from its own failure to keep records by deploying litigation strategies designed to obstruct the employee's ability to establish what those records would have shown. Rule 219(c) and Section 10 operate together to ensure exactly that outcome. Both apply here. Default is the result.

J. The IWPCA Is Not Complicated.

The Illinois Wage Payment and Collection Act requires employers to pay employees the wages they have earned. 820 ILCS 115/3. The IWPCA requires written notice of wage terms at the time of hiring. 820 ILCS 115/10. The IWPCA prohibits deductions from earned wages without express written authorization. 820 ILCS 115/9. The IWPCA defines wages to include commissions. 820 ILCS 115/2. Plaintiff earned commissions. Defendant withheld a portion of those commissions through a post-calculation mechanism. Plaintiff never authorized those deductions in writing. The IWPCA prohibits exactly that. Defendant's own Sales Manager Yemi O. used the words "deducted" and "paid back" in pre-litigation correspondence to describe the Goal Modifier. Defendant admitted in Request to Admit No. 4 that other employees complained about the Goal Modifier. The Goal Modifier affects approximately 10,900 customer-

facing employees across all five of Defendant's U.S. sales channels. Defendant's pretense that the IWPCA somehow does not apply because employees are at-will is not a legal defense. It is a defense substitute manufactured from inapplicable doctrine and inapplicable documents.

K. The 2-1301(d) Default Vested Before the February 17 Agreed Order.

Independently of Rule 219(c) and the fraud on the court analysis, Plaintiff preserves the 2-1301(d) argument. Under the December 2, 2025 Agreed Order, Defendant's obligation to answer or otherwise plead expired no later than February 4, 2026. Defendant did not answer. The February 17, 2026 agreed briefing order set prospective deadlines but did not address the pre-existing pleading default that had accrued thirteen days earlier. Default under 2-1301(d) is preserved as an alternative ground.

K. Default Is the Most Procedurally Appropriate Remedy Under These Specific Facts.

Courts sometimes approach default judgment with caution because they prefer decisions on the merits. That preference is appropriate in the ordinary case. This is not the ordinary case. In the ordinary case, both parties have participated in discovery in good faith, the factual record has been developed through legitimate means, and the court can decide the dispute on a complete record. None of those conditions are present here. Defendant has not participated in discovery in good faith. The factual record has been systematically obstructed through void certifications, improperly embedded affirmative defenses, fabricated objections, and sustained non-supplementation. The court cannot decide this case on a complete record because Defendant has deliberately prevented one from being assembled.

In these specific circumstances, default is not a drastic remedy. It is the proportionate one. Illinois Supreme Court Rule 219(c) and 735 ILCS 5/2-1301(d) do not treat default as a measure of

last resort -- they treat it as the appropriate response where a party's conduct has made a fair adjudication on the merits impossible. That is precisely what has occurred here.

Moreover, and critically, a default judgment under Rule 219(c) is not a final determination that cannot be revisited. Under 735 ILCS 5/2-1301(e), a defendant against whom default has been entered may move to vacate that judgment by demonstrating two things: a meritorious defense and due diligence in presenting it. That mechanism is not a procedural technicality. It is an important protection that ensures default does not operate as an unjust forfeiture where a genuine defense exists. If Defendant can identify a CDWG-specific offer letter, a signed compensation plan, a written authorization for Goal Modifier deductions, or any other document establishing the employment terms it has been asserting for over a year, the prove-up process exists to surface it. If Defendant has a meritorious defense, the law provides a path for it to be properly heard. Default is not a death sentence for a defense with genuine merit. It is a procedural checkpoint that requires a party to demonstrate its position is real, not manufactured from non-party documents and void certifications.

The practical consequence of this is that default is the remedy most precisely calibrated to the nature of Defendant's misconduct. Defendant has used the discovery process not to establish facts but to avoid establishing them -- substituting non-party documents for documents required by statute, certifying discovery through employees without personal knowledge, embedding legal arguments where factual discovery responses belong. Default removes the advantage that misconduct has purchased and places Defendant where it would have been had it complied: required to show its defense on the merits. Default is not punitive in this context. It is corrective and it is just.

L. The Court's Authority and the Plaintiff's Position.

This Court has the authority under Rule 219(c) to enter default for the misconduct documented herein. This Court has the inherent authority to address fraud on the Court. This Court has the statutory authority under Section 10 of the IWPCA to properly apply the presumption arising from Defendant's recordkeeping void. Every legal basis for action is present.

Plaintiff will not stand for the conduct documented in this motion. Plaintiff will review thoroughly every submission by Defendant and will pursue every available remedy until justice is obtained. Plaintiff will avail himself of every remedy and form of relief available under Illinois law, federal law, and applicable state and federal administrative enforcement frameworks. A pro se plaintiff is not, contrary to apparent assumption, less able to assemble a documentary record, less able to recognize fabrication, or less committed to the integrity of the proceedings he initiated. Defendant's strategy depended on the opposite assumption. That assumption has now been falsified.

Brazen and egregious conduct by a multibillion-dollar corporate defendant against a pro se employee, sustained for over a year across every procedural stage, escalating from document substitution to discovery obstruction to active economic coercion of a party in active litigation, warrants the most serious sanction this Court can impose. The integrity of these proceedings, the protection of every other Illinois employee similarly situated, and the basic proposition that the Illinois Supreme Court Rules apply equally to corporate defendants and pro se plaintiffs alike, all require it. Default is the result.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Marcellus Long respectfully requests that this Court enter an Order:

1. Entering default judgment against Defendant CDW Government, LLC pursuant to Illinois Supreme Court Rule 219(c) based on Defendant's willful, systematic, and continuing pattern of discovery fraud and fraud on the Court, including: (a) Defendant's July 31, 2025 misrepresentations to this Court regarding receipt of Plaintiff's Rule 201(k) request and subsequent fraudulent production of a non-party CDW Direct, LLC document in response to this Court's production order; (b) Defendant's August 14, 2025 submission of that same non-party document at the preliminary injunction stage without disclosure of the document's true provenance or self-disclaiming language, inducing the unqualified October 2, 2025 finding Plaintiff has contested under sworn affidavit, which the October 7, 2025 Agreed Order (Exhibit T) confirms was entered based on submissions in which Plaintiff had no affirmative briefing on the at-will question; (c) Defendant's continued reliance on the CDW Direct, LLC document after Plaintiff's September 5, 2025 Rule 201(k) clarifying communication specifying exactly what document was required; (d) Defendant's submission of all discovery certifications through employees of non-party entities after repeated notice; (e) Defendant's insertion of affirmative defenses into twelve separate Request to Admit responses in violation of Rule 216(c); (f) Defendant's January 2, 2026 written representations to this Court regarding effort already expended and intent to supplement, both demonstrably false on the face of the record; and (g) Defendant's May 7, 2026 escalation from discovery obstruction into active economic coercion of Plaintiff Pro Se;

2. Applying the IWPCA Section 10 recordkeeping presumption (820 ILCS 115/10) such that Plaintiff's sworn testimony in his November 3, 2025 Affidavit operates as the operative factual findings before this Court regarding the absence of CDWG-specific employment documentation, the absence of written authorization for commission deductions;

3. Vacating the Court's October 2, 2025 finding that "Long is at-will" pursuant to the Court's inherent authority to reconsider, correct, or vacate interlocutory orders at any time prior to final judgment, to achieve substantial justice and in the interest of justice, and particularly where such orders were procured by fraud on the tribunal and entered without affirmative briefing from Plaintiff on the at-will question, as confirmed by the October 7, 2025 Agreed Order (Exhibit T);

4. In the alternative, entering default against Defendant pursuant to 735 ILCS 5/2-1301(d) based on Defendant's failure to file a timely responsive pleading to the operative First Amended Complaint, which default vested on February 4, 2026;

5. Scheduling a prove-up hearing on damages at the Court's earliest convenience;

6. Awarding Plaintiff costs and fees associated with this motion, the underlying motions necessitated by Defendant's misconduct, and such other relief as Rule 219(c) authorizes;

7. Granting such other and further relief as this Court deems just and proper.

VII. VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this Second Amended Motion are true and correct to the best of his knowledge, information, and belief.

Respectfully submitted,

/s/ Mr. Marcellus Long, MBA

Pro Se Plaintiff

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(312) 469-0683

Dated: June 04, 2026

EXHIBIT LIST

Exhibit 1: Plaintiff's Affidavit (originally filed November 3, 2025) — contains internal Exhibits A through Q

NOTE: One internal exhibit within the Affidavit reproduces a communication from Josh D. in which he states words to the effect of "absolutely" as to compensation and directs Plaintiff to "see attached." The attachment transmitted in that communication was a Microsoft Excel spreadsheet containing only raw numerical data. No written compensation plan, no narrative description of compensation terms, and no signed agreement of any kind was transmitted. Plaintiff expressly disputes any characterization of that spreadsheet as a compensation plan or written disclosure of compensation terms within the meaning of 820 ILCS 115/10.

Exhibit R: Plaintiff's Supplemental Answers to Interrogatories (Rule 213(i), served May 11, 2026)

Exhibit S: Plaintiff's Supplemental Responses to Requests for Production (Rule 214(d), served May 11, 2026)

Exhibit T: Agreed Order Clarifying Record (entered October 7, 2025)

Exhibit U: November 2025 Calendar Confirming November 28, 2025 Was a Friday

CERTIFICATE OF SERVICE

The undersigned certifies that on or around June 04, 2026, a true and correct copy of the foregoing Second Amended Motion for Entry of Default Judgment was served via email pursuant

to Illinois Supreme Court Rule 11 upon counsel of record for Defendant at their designated service addresses.

/s/ Mr. Marcellus Long, MBA

EXHIBITS FOLLOW

Exhibit 1: Affidavit of Marcellus Long Regarding "at-will" Employment and Other Employment Terms

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, LAW DIVISION

Marcellus Long,

Plaintiff,

v.

CDW Government LLC,

Defendant.

Hon. Thomas More Donnelly

Case No. 2025L007458

AFFIDAVIT OF MARCELLUS LONG REGARDING "AT-WILL" EMPLOYMENT AND OTHER EMPLOYMENT TERMS

I, Marcellus Long, under penalties of perjury pursuant to 735 ILCS 5/1-109, state as follows:

1. I am the Plaintiff in the above-captioned matter. I make this affidavit from personal knowledge and from reviewing contemporaneous emails and Microsoft Teams messages. True and correct copies are attached as exhibits. The originals reside on Defendant's systems and are within Defendant's possession, custody, or control.

1A. In Defendant's internal usage, "Coworker Services" (abbreviated "CWS") refers to the Human Resources function ("HR"). Where emails or Teams messages reference "Coworker Services" or "CWS," they refer to HR (see, e.g., Ex. E).

1B. For clarity on payroll terminology, Defendant's commission statements contain a line labeled "Commission Payout" reflecting the gross commission amount that was calculated by applying an agreed commission rate onto Plaintiff's "Gross Profit" for the month, and then a separate line item labeled "Goal Modifier" that subtracts from the Commission Payout; the resulting net amount is then reflected in the corresponding paycheck total (Ex. L).

2. I have never affirmatively stipulated or confirmed that I was employed in an "at-will" capacity by CDW Government, LLC ("CDWG").

3. I did not concede or stipulate to being an "at-will employee" of CDWG at the October 2, 2025 hearing. I have not been provided any CDWG-specific signed document reflecting my employment terms or status (e.g., an offer letter or at-will acknowledgment) (Exs. D–K).

4. Any at-will acknowledgment I signed in 2021 related to CDW Direct, LLC ("CDWD"), a separate legal entity. CDWG and CDWD are distinct entities. My tax records for the period at issue reflect wages reported by CDWG. I did not sign any CDWG-specific at-will acknowledgment or any authorization permitting reductions from earned commissions (Exs. N–O).

4A. Before any transition occurred, management told me they were conferring with HR/CWS about my compensation plan and transition details, and asked me to provide my then-current compensation plan so that my pay would not dip during and after the transfer. On March 6, 2023, I received a Teams message from one of my managers, Josh D. asking me to call him about "a few quick questions"; on that call he said they were working out my new compensation plan and requested a cope of my then-compensation plan. I sent my then-current compensation plan with the understanding that my pay would not experience dips or shortfalls during the transition to CDW Government LLC. No one ever disclosed a "Goal Modifier," and I was not asked to sign any authorization for reductions from earned commissions (COMMISION PAYOUT) at that time (Exs. A–B).

4B. On May 1–2, 2023, I corresponded with Mr. D. regarding compensation and goals. No written employment terms were presented to me for review, and neither CWS/HR nor management disclosed that my COMMISION PAYOUT would be reduced by a separate Goal Modifier line item on Defendant's commission statements. I was not provided any written authorization for such reductions to sign (Exs. J–K, L).

4C. My redacted IRS wage/tax records from immediately before the transition show "CDW Direct, LLC" and its EIN, and my records for the period at issue show "CDW Government LLC" and its EIN (Exs. N–O).

4D. Public records from the Illinois Secretary of State reflect that CDW Government LLC and CDW Direct, LLC are separately registered entities (Ex. Q).

4E. In discovery, CDWG stated that at least one other sales professional, besides me, had raised complaints about the Goal Modifier. Despite that knowledge and CWS/HR's involvement, the Goal Modifier was not disclosed to me, and I was not presented any CDWG-specific at-will acknowledgment or any written authorization for deductions from Commission Payout to sign (Ex. P).

5. Before and during my transfer to CDWG, I repeatedly requested my specific employment terms (including start date, hours/schedule, compensation plan, and governing pay/commission policies). Documented examples include:

5(a) 3/6/2023 (Microsoft Teams from Mr. D. at 9:44 a.m.; follow-up call): Mr. D. asked me to call to discuss my compensation plan; on the call he said they were working out compensation for me (Ex. A).

5(b) 3/6/2023 (email to Mr. D. with attachment): At management's request, I sent my then-current compensation plan so they could align pay for the transition (Ex. B).

5(c) 3/14/2023 at 8:36 p.m. (email to Mr. O., subject "Conversation of DoD opportunity"): I asked for an update and noted that Mr. D. had requested details on how I was being paid (Ex. C).

5(d) 4/11/2023 at 2:55 p.m. (email to Mr. O.): I asked for a start date and information about the transition (employment terms) (Ex. D).

5(e) 4/11/2023 at 4:33 p.m. (reply from Mr. O.): He stated he would check with "Coworker Services (CWS/HR) Business Partner and other stakeholders" and get back to me regarding the start date (Ex. E).

5(e-1) On a separate occasion, Yemi emailed me to confirm that "we are still tracking May 7th at this point," and stated that he had already connected with the CWS Business Partner, Josh D., and Residency Director, and that "everyone is on board." In that same email, he wrote that, as regards whether there was anything I needed to do on my end, he would "check with Coworker services and let you know," including any paperwork such as an offer letter or other acknowledgments (Ex. G).

5(f) 4/13/2023 at 2:04 p.m. (email to Mr. O.): I acknowledged his update and asked to be kept posted (Ex. F).

5(g) 4/20/2023 (email to Mr. O.): I asked, "what my new hours will be or anything else I should know?" (Ex. H).

5(h) 4/25/2023 (email to Mr. O.): I asked whether HR would contact me regarding onboarding/terms and received no response from O. or HR.

5(i) 5/1/2023 (email from CDW with "Estimator" spreadsheet): I received an "Estimator" spreadsheet; it was not a signed plan or agreement and did not include any written authorization for deductions or percentage reductions from earned commissions (COMMISION PAYOUT) (Ex. I).

5(j) 5/1/2023 (email to Mr. D.): I asked for a copy of my new compensation plan (Ex. J).

5(k) 5/2/2023 (email to Mr. D.): I asked how my sales goal would be established (fixed or fluctuating month-over-month) and still, there was no disclosure about the goal modifier (Ex. K).

5(l) At no time during these communications, despite CWS/HR's involvement, did I receive a CDW Government LLC. specific offer letter, an at-will acknowledgment to sign, or any written

authorization permitting reductions from earned commissions. No one disclosed the existence of a Goal Modifier prior to my earning the commissions at issue (Exs. D–K).

5(m) During these compensation/goal discussions, I was not provided a written compensation plan or offer letter for review, and I was not told that commission payouts would be subject to a post-earning Goal Modifier deduction on Defendant's commission statements (Exs. J–K, L).

5(n) After my April 20, 2023 request asking, "what my new hours will be **or anything else I should know?**" no one disclosed the Goal Modifier, even though CDWG had received Goal Modifier complaints from other sales professionals (Exs. H, P).

6. I did not receive a CDWG-specific offer letter, at-will acknowledgment, or any signed, employee-specific compensation agreement. On May 1, 2023, I was sent an "Estimator" spreadsheet; it was not a signed plan or agreement and did not include any written authorization for deductions or percentage reductions from earned commissions (Ex. I).

6A. In my prior role at CDW Direct, LLC, CDW co-worker services provided a written compensation overview in advance and then obtained an at-will acknowledgment. No equivalent CDW Government LLC. role specific compensation overview or at-will acknowledgment was presented to or executed by me during this transition (Exs. D–K).

6B. When I moved to CDW Government LLC, I did not assume that at-will status applied to the new role; based on my experience with CDW co-worker services, at-will status was acknowledged through a new written acknowledgment at the start of a role, and I did not receive any CDWG-specific at-will acknowledgment to review or sign for this transition (Exs. D–K).

6C. During my employment with CDW Government LLC, I was repeatedly assigned duties and tasks that fell outside the scope of my documented job description.

7. The commissions at issue were earned through completed performance and later reduced by a Goal Modifier after the fact, as reflected on Defendant's commission statements. I did not give written consent for any post-earning reductions, and I did not sign any CDWG-specific document authorizing reductions from Commission Payout (Exs. I–L).

8. I provide this affidavit to make clear that I have not stipulated to at-will status with CDWG and that no CDWG-specific signed document exists by which I consented to post-earning commission reductions.

8A. Where highlighting appears on exhibits, it was added by me solely to aid readability; the underlying content is unaltered. Any personal identifiers are narrowly redacted for privacy.

8B. Exhibits N–O (wage/tax records) are redacted to conceal my SSN and unrelated financial information while leaving visible the employer names, EINs, and wage totals.

9. Moving forward, I respectfully request that the Court review and consider this affidavit before entering any substantive rulings in this case, including on any requests for injunctive relief

(temporary restraining order, preliminary injunction, or permanent injunction), and any determinations regarding employment status, compensation plan, or commission-deduction (Goal Modifier) issues.

Exhibit List:

FURTHER AFFIANT SAYETH NOT.

/s/ Marcellus Long
Dated: November 3, 2025

Mr. Marcellus Long, MBA
Pro Se Plaintiff
P.O. Box 60832, Chicago, IL 60660
legal@MarcellusLong.com
(312) 469-0683

Exhibit A: Teams message from [redacted] requesting call regarding compensation

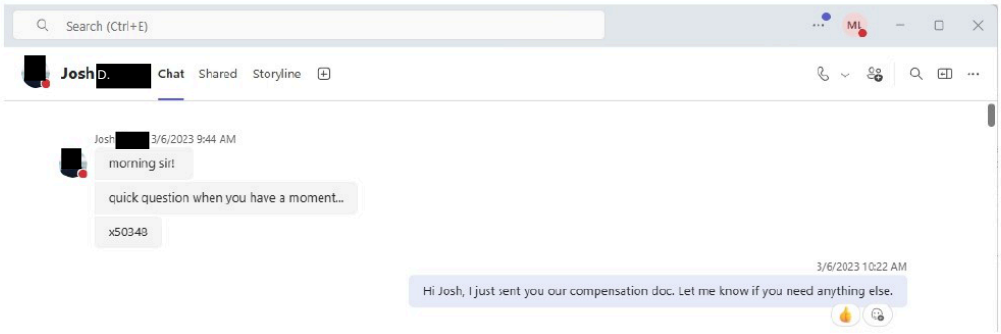


Exhibit B: 3/6/23 email to [redacted] w/ comp plan

From: **Marcellus Long** marcellus.long@cdwg.com
Subject: 2023 SCC Compensation Plan (Inbound Team)
Date: March 6, 2023 at 10:24 AM
To: Josh [redacted]
Cc: Tamica L. [redacted] Yemi O. [redacted]

Good Morning Josh,

It was great speaking with you this morning.

Per our conversation, I have attached our compensation plan. We also receive SPIFFS in addition to our base rate and bonus.

Please let me know if you have any questions or need more information.

Thank you,

Marcellus Long
Account Manager – West US Region | [redacted]
Hours: Monday – Friday 7:00am – 4:00pm (CT)
Direct Line: (312) 705-9671
Main Sales Line: [redacted]

*****RMA (return/credit), Damaged Items, Missing Items, License* [redacted]
Please contact: ***Customer Relations at 866-782-4239*** ***Custom*** [redacted]

[redacted]

2023 SCC Plan Inbound Team Plan.pdf
198 KB

Exhibit C: 3/14/23 email to [redacted] regarding Donn/compensation

From: Marcellus Long [redacted]
Sent: Tuesday, March 14, 2023 8:36 AM
To: Yemi [redacted]
Cc: Tamica [redacted]
Subject: RE: Conversation about DoD Opportunity

Good Morning Yemi,

I hope your week has been off to a great start!

I wanted to check in with you to see if there was any update as to where things are at with this opportunity.

Josh Donn reached out to me last week for some additional information. He was looking for an understanding of how I am being paid in my current role. That is why you were copied on the email that I sent him on 3/6/23.

I also did ask to have a meeting with my supervisor Stephan last week. During this time, I was able to provide him the information that I had about this opportunity. He did mention that you also reached out to him and Merissa [redacted] He said that they were fine with me moving to the DoD, if this is something that I ultimately decided to do.

Please let me know if you need any additional information from me.

Thank you,

Marcellus Long
Account Manager – West US Region | [redacted]
Hours: Monday – Friday 7:00am – 4:00pm (CT)
Direct Line: [redacted]
Main Sales Line: [redacted]

*****RMA (return/credit), Damaged Items, Missing Items, License resends*****
Please contact: ***Customer Relations at*** [redacted]

[redacted]

Exhibit D: 4/11/23 email to [redacted] (requesting start date & onboarding terms)

From: Marcellus Long [redacted]
Sent: Tuesday, April 11, 2023 2:55 PM
To: Yemi [redacted]>
Cc: Tamica [redacted]
Subject: RE: Conversation about DoD Opportunity

Hi Yemi,

I hope your week is off to a great start!

I am really excited about joining your team and I just wanted to follow-up with you since our last conversation.

I know that you mentioned Merissa emailed and said that she was comfortable with an early May transition.

As May is right around the corner, I was wondering if you would be able to provide me with a start date and any information you have on what the transition will be like?

Thank you,

Marcellus Long
Account Manager – West US Region | [redacted]
Hours: Monday – Friday 7:00am – 4:00pm (CT)
Direct Line: [redacted]
Main Sales Line: [redacted]

****RMA (return/credit), Damaged Items, Missing Items, License resends****
Please contact: Customer Relations at [redacted]

[redacted]

Exhibit E: 4/11/23 reply from [redacted] (CWS/HR)

From: Yemi [redacted]
Sent: Tuesday, April 11, 2023 4:33 PM
To: Marcellus Long [redacted]
Cc: Tamica [redacted]
Subject: RE: Conversation about DoD Opportunity

Hey Marcellus,

Week is off to a great start, trust you are doing well!

Thanks for checking in, yes May is around the corner and I am excited that this transition will finally happen.

As regards a specific day, I would think May 1st is ideal but let me check with our Coworker Services Business Partner and other stakeholders and I will get back with you.

Enjoy the warm weather out there.

Thank you

Yemi [redacted] – Sales Manager Army.
Office – [redacted] Mobile – [redacted]

Exhibit F: 4/13/23 email to [redacted] (keep me posted)

ML **Marc Long** April 13, 2023 at 2:04 PM

RE: Conversation about DoD Opportunity

To: Yemi [redacted] Cc: Tamica [redacted] Details

Thank you for update Yemi! Please keep me posted.

Thank you,

Marcellus Long
Account Manager – West US Region | [redacted]
Hours: Monday – Friday 7:00am – 4:00pm (CT)
Direct Line: [redacted]
Main Sales Line: [redacted]

****RMA (return/credit), Damaged Items, Missing Items, License resends****
Please contact: Customer Relations at [redacted]

[redacted]

Exhibit G: 4/19/23 email from [redacted] stating HR involvement

From: Yemi [redacted]
Sent: Wednesday, April 19, 2023 5:02 PM
To: Marcellus Long [redacted]
Cc: Tamica [redacted]
Subject: RE: Conversation about DoD Opportunity

Hey Marcellus,

Sorry its been a long day.

Thanks for checking in, we are still tracking May 7th at this point, I connected with the CWS Business Partner, Josh [redacted] Katherine(Residency Director) last week, communicated the date and everyone is on board. As regards if there is anything you need to do on your end, I will check with Coworker services and let you know.

Thanks
Yemi

Exhibit H: 4/20/23 email to [redacted] "Anything Else I Should Know"

ML **Marc Long** April 20, 2023 at 10:41 AM

RE: Conversation about DoD Opportunity

To: Yemi [redacted] Cc: Tamica [redacted] Details

Good Morning Yemi,

Thank you for the update.

I am really excited about joining!

Can you please let me know what my new hours will be or anything else I should know?

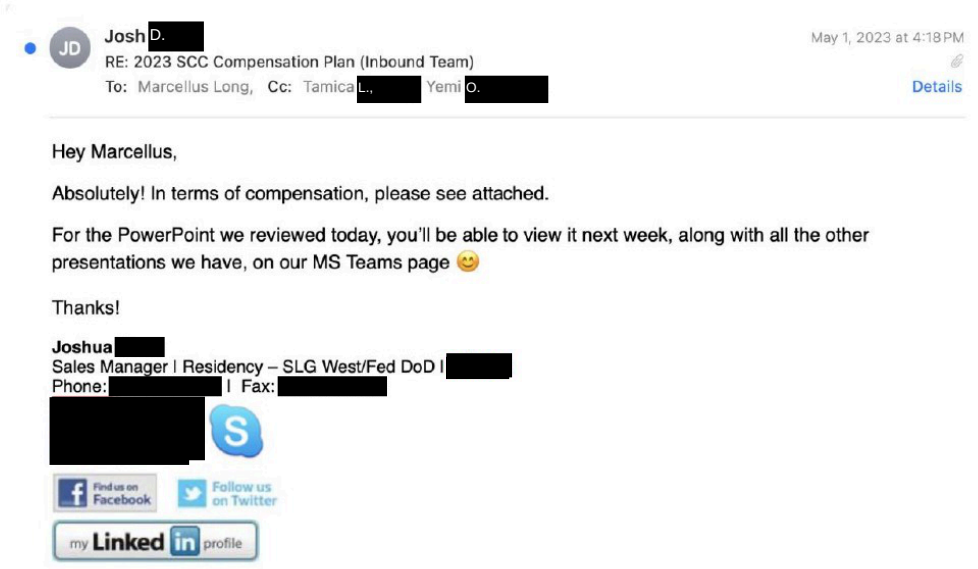
Thank you,

Marcellus Long
Account Manager – West US Region | [redacted]
Hours: Monday – Friday 7:00am – 4:00pm (CT)
Direct Line: [redacted]
Main Sales Line: [redacted]

****RMA (return/credit), Damaged Items, Missing Items, License resends****
Please contact: Customer Relations at [redacted]

[redacted]

I: 5/1/23 D. [redacted] "In Terms of Compensation" email Estimator/Spreadsheet Never Signed



JD **Josh D. [redacted]** May 1, 2023 at 4:18 PM

RE: 2023 SCC Compensation Plan (Inbound Team)

To: Marcellus Long, Cc: Tamica L., [redacted] Yemi O. [redacted] Details

Hey Marcellus,

Absolutely! In terms of compensation, please see attached.

For the PowerPoint we reviewed today, you'll be able to view it next week, along with all the other presentations we have, on our MS Teams page 😊

Thanks!

Joshua [redacted]
Sales Manager I Residency – SLG West/Fed DoD I [redacted]
Phone: [redacted] I Fax: [redacted]
[redacted]
Find us on Facebook Follow us on Twitter
my LinkedIn profile

J: 5/1/23 email to [redacted] (request comp plan)

From: Marcellus Long [redacted]
Sent: Monday, May 1, 2023 3:46 PM
To: Josh [redacted]
Cc: Tamica [redacted] Yemi [redacted]
Subject: RE: 2023 SCC Compensation Plan (Inbound Team)

Hi Josh,

It was great meeting with you this afternoon.

Very excited about joining the team next week!

I was wondering if you could please send me the link to today's presentation deck?

Also, do you have a copy of my new compensation plan?

Thank you,

Marcellus Long
Account Manager – West US Region | [redacted]
Hours: Monday – Friday 7:00am – 4:00pm (CT)
Direct Line: [redacted]
Main Sales Line: [redacted]

****RMA (return/credit), Damaged Items, Missing Items, License resends****
Please contact: Customer Relations at [redacted]

[redacted]

Exhibit K: 5/2/23 email to [redacted] (how goals set; no Goal Modifier disclosure)

From: Marcellus Long [redacted]
Sent: Tuesday, May 2, 2023 8:36 AM
To: Josh [redacted]
Cc: Tamica [redacted] Yemi [redacted]
Subject: RE: 2023 SCC Compensation Plan (Inbound Team)

Good Morning Josh,

Thank you for sending the commission spreadsheet.

During this time, will I still continue to have access to AMP and be eligible for vendor SPIFF incentives?

Also, is the goal fixed or does it change per month?

Thank you,

Marcellus Long
Account Manager – West US Region | [redacted]
Hours: Monday – Friday 7:00am – 4:00pm (CT)
Direct Line: [redacted]
Main Sales Line: [redacted]

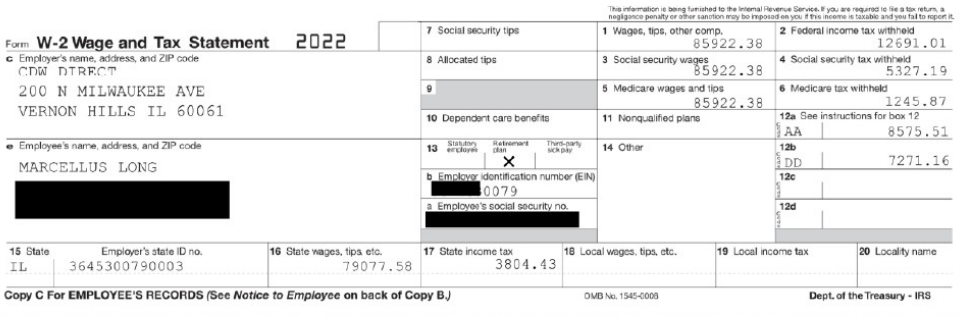
****RMA (return/credit), Damaged Items, Missing Items, License resends****
Please contact: Customer Relations at [redacted]

[redacted]

Exhibit L: Redacted Example: Commission Statement

	Total $		Comm Rate		Comm Payout		Modifier Rate		
Direct GP Commission	$11,469.43	*	9.00 %	=	$1,032.25				
Goal Modifier					$1,032.25	*	70.00 %	=	($309.67)
									$722.57

Exhibit N: Pre-transition IRS wage/tax record for CDW Direct, LLC



This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Form **W-2 Wage and Tax Statement** 2022

c Employer's name, address, and ZIP code
CDW DIRECT
200 N MILWAUKEE AVE
VERNON HILLS IL 60061

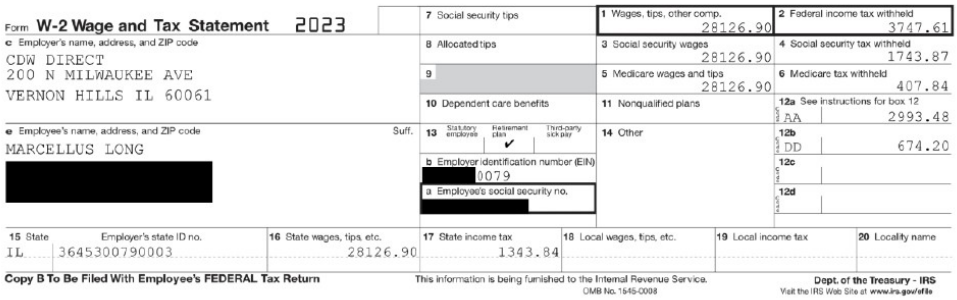
e Employee's name, address, and ZIP code
MARCELLUS LONG
[redacted]

b Employer identification number (EIN) [redacted]0079
a Employee's social security no. [redacted]

7 Social security tips		1 Wages, tips, other comp. 85922.38	2 Federal income tax withheld 12691.01
8 Allocated tips		3 Social security wages 85922.38	4 Social security tax withheld 5327.19
9		5 Medicare wages and tips 85922.38	6 Medicare tax withheld 1245.87
10 Dependent care benefits		11 Nonqualified plans	12a See instructions for box 12 AA 8575.51
13 Statutory employee / Retirement plan: X / Third-party sick pay		14 Other	12b DD 7271.16
			12c
			12d

15 State	Employer's state ID no.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
IL	3645300790003	79077.58	3804.43			

Copy C For EMPLOYEE'S RECORDS (See *Notice to Employee* on back of Copy B.) OMB No. 1545-0008 Dept. of the Treasury - IRS



Form **W-2 Wage and Tax Statement** 2023

c Employer's name, address, and ZIP code
CDW DIRECT
200 N MILWAUKEE AVE
VERNON HILLS IL 60061

e Employee's name, address, and ZIP code Suff.
MARCELLUS LONG
[redacted]

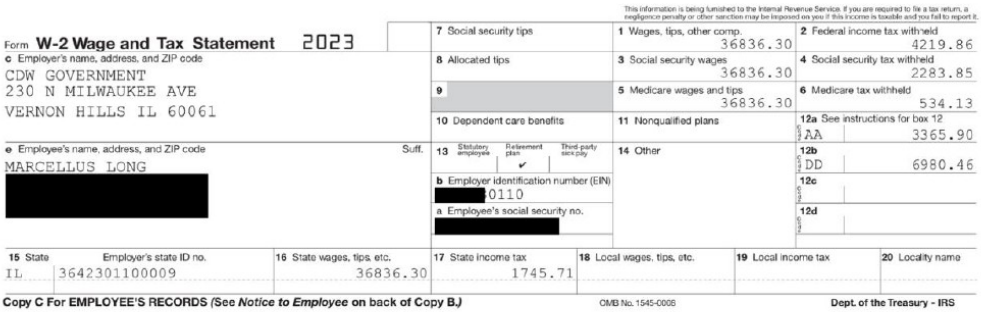
b Employer identification number (EIN) [redacted]0079
a Employee's social security no. [redacted]

7 Social security tips		1 Wages, tips, other comp. 28126.90	2 Federal income tax withheld 3747.61
8 Allocated tips		3 Social security wages 28126.90	4 Social security tax withheld 1743.87
9		5 Medicare wages and tips 28126.90	6 Medicare tax withheld 407.84
10 Dependent care benefits		11 Nonqualified plans	12a See instructions for box 12 AA 2993.48
13 Statutory employee / Retirement plan: ✔ / Third-party sick pay		14 Other	12b DD 674.20
			12c
			12d

15 State	Employer's state ID no.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
IL	3645300790003	28126.90	1343.84			

Copy B To Be Filed With Employee's FEDERAL Tax Return This information is being furnished to the Internal Revenue Service. OMB No. 1545-0008 Dept. of the Treasury - IRS Visit the IRS Web Site at www.irs.gov/efile

Exhibit O: Period-at-issue IRS wage/tax record for CDW Government LLC



This information is being furnished to the Internal Revenue Service. If you are required to file a tax return, a negligence penalty or other sanction may be imposed on you if this income is taxable and you fail to report it.

Form **W-2 Wage and Tax Statement** 2023

c Employer's name, address, and ZIP code
CDW GOVERNMENT
230 N MILWAUKEE AVE
VERNON HILLS IL 60061

e Employee's name, address, and ZIP code
MARCELLUS LONG
[redacted]

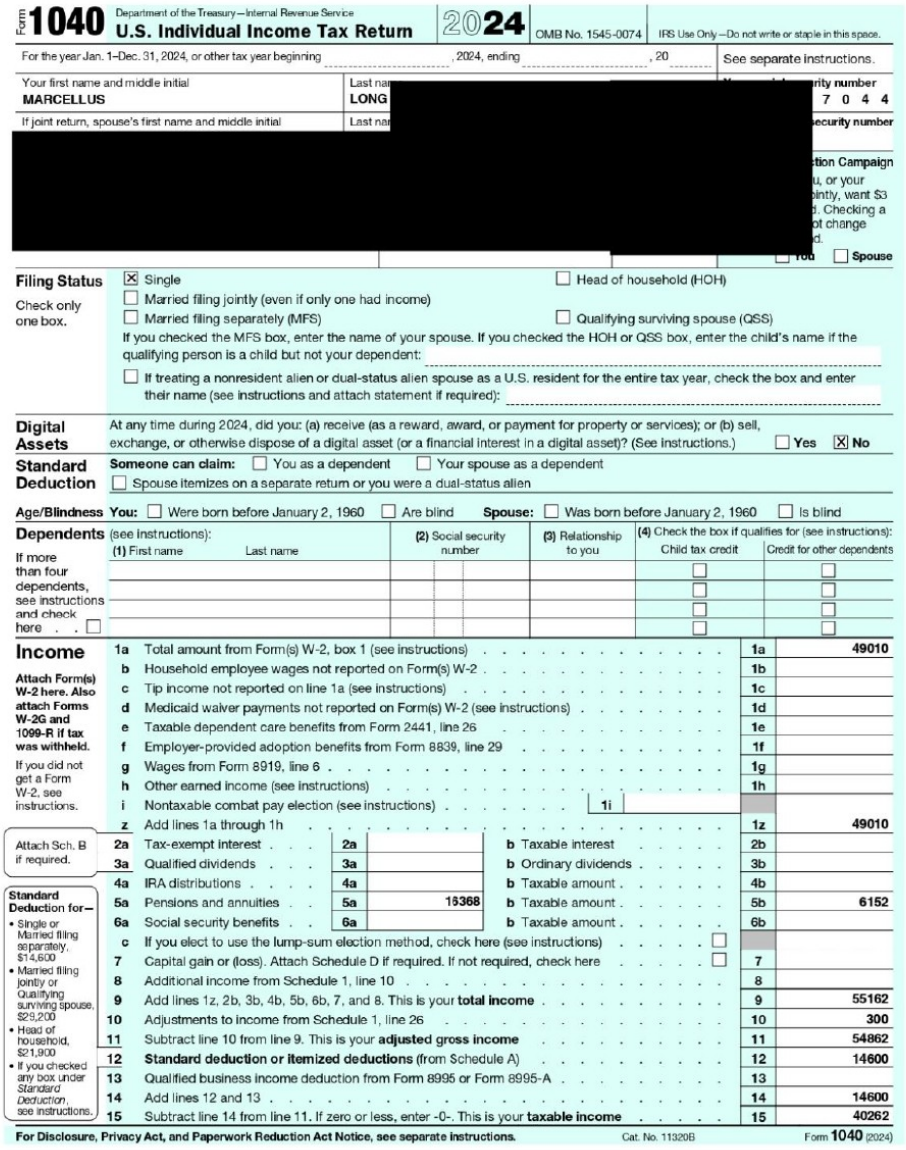
b Employer identification number (EIN)
[redacted]0110

a Employee's social security no.
[redacted]

7 Social security tips	1 Wages, tips, other comp. 36836.30	2 Federal income tax withheld 4219.86	
8 Allocated tips	3 Social security wages 36836.30	4 Social security tax withheld 2283.85	
9	5 Medicare wages and tips 36836.30	6 Medicare tax withheld 534.13	
10 Dependent care benefits	11 Nonqualified plans	12a See instructions for box 12 AA 3365.90	
13 Statutory employee / Retirement plan ✔ / Third-party sick pay	14 Other	12b DD 6980.46	
		12c	
		12d	

15 State	Employer's state ID no.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income tax	20 Locality name
IL	3642301100009	36836.30	1745.71			

Copy C For EMPLOYEE'S RECORDS (See *Notice to Employee* on back of Copy B.) OMB No. 1545-0008 Dept. of the Treasury - IRS



Form **1040** Department of the Treasury—Internal Revenue Service **U.S. Individual Income Tax Return** 2024 OMB No. 1545-0074 IRS Use Only—Do not write or staple in this space.

For the year Jan. 1–Dec. 31, 2024, or other tax year beginning , 2024, ending , 20 See separate instructions.

Your first name and middle initial: MARCELLUS | Last name: LONG [redacted] | Your social security number: [redacted] 7044

If joint return, spouse's first name and middle initial | Last name | Spouse social security number

[redacted]

[redacted] tion Campaign [redacted] u, or your [redacted] ointly, want $3 [redacted] d. Checking a [redacted] ot change [redacted] d. ☐ You ☐ Spouse

Filing Status Check only one box.

☒ Single ☐ Married filing jointly (even if only one had income) ☐ Married filing separately (MFS) ☐ Head of household (HOH) ☐ Qualifying surviving spouse (QSS)

If you checked the MFS box, enter the name of your spouse. If you checked the HOH or QSS box, enter the child's name if the qualifying person is a child but not your dependent:

☐ If treating a nonresident alien or dual-status alien spouse as a U.S. resident for the entire tax year, check the box and enter their name (see instructions and attach statement if required):

Digital Assets At any time during 2024, did you: (a) receive (as a reward, award, or payment for property or services); or (b) sell, exchange, or otherwise dispose of a digital asset (or a financial interest in a digital asset)? (See instructions.) ☐ Yes ☒ No

Standard Deduction Someone can claim: ☐ You as a dependent ☐ Your spouse as a dependent ☐ Spouse itemizes on a separate return or you were a dual-status alien

Age/Blindness You: ☐ Were born before January 2, 1960 ☐ Are blind Spouse: ☐ Was born before January 2, 1960 ☐ Is blind

Dependents (see instructions): If more than four dependents, see instructions and check here ☐

(1) First name Last name	(2) Social security number	(3) Relationship to you	(4) Check the box if qualifies for (see instructions): Child tax credit	Credit for other dependents
			☐	☐
			☐	☐
			☐	☐
			☐	☐

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a Form W-2, see instructions.

1a	Total amount from Form(s) W-2, box 1 (see instructions)				1a	49010
b	Household employee wages not reported on Form(s) W-2				1b	
c	Tip income not reported on line 1a (see instructions)				1c	
d	Medicaid waiver payments not reported on Form(s) W-2 (see instructions)				1d	
e	Taxable dependent care benefits from Form 2441, line 26				1e	
f	Employer-provided adoption benefits from Form 8839, line 29				1f	
g	Wages from Form 8919, line 6				1g	
h	Other earned income (see instructions)				1h	
i	Nontaxable combat pay election (see instructions)	1i				
z	Add lines 1a through 1h				1z	49010
2a	Tax-exempt interest	2a		b Taxable interest	2b	
3a	Qualified dividends	3a		b Ordinary dividends	3b	
4a	IRA distributions	4a		b Taxable amount	4b	
5a	Pensions and annuities	5a	18368	b Taxable amount	5b	6152
6a	Social security benefits	6a		b Taxable amount	6b	
c	If you elect to use the lump-sum election method, check here (see instructions) ☐					
7	Capital gain or (loss). Attach Schedule D if required. If not required, check here ☐				7	
8	Additional income from Schedule 1, line 10				8	
9	Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your **total income**				9	55162
10	Adjustments to income from Schedule 1, line 26				10	300
11	Subtract line 10 from line 9. This is your **adjusted gross income**				11	54862
12	**Standard deduction or itemized deductions** (from Schedule A)				12	14600
13	Qualified business income deduction from Form 8995 or Form 8995-A				13	
14	Add lines 12 and 13				14	14600
15	Subtract line 14 from line 11. If zero or less, enter -0-. This is your **taxable income**				15	40262

Attach Sch. B if required.

Standard Deduction for—
- Single or Married filing separately, $14,600
- Married filing jointly or Qualifying surviving spouse, $29,200
- Head of household, $21,900
- If you checked any box under *Standard Deduction*, see instructions.

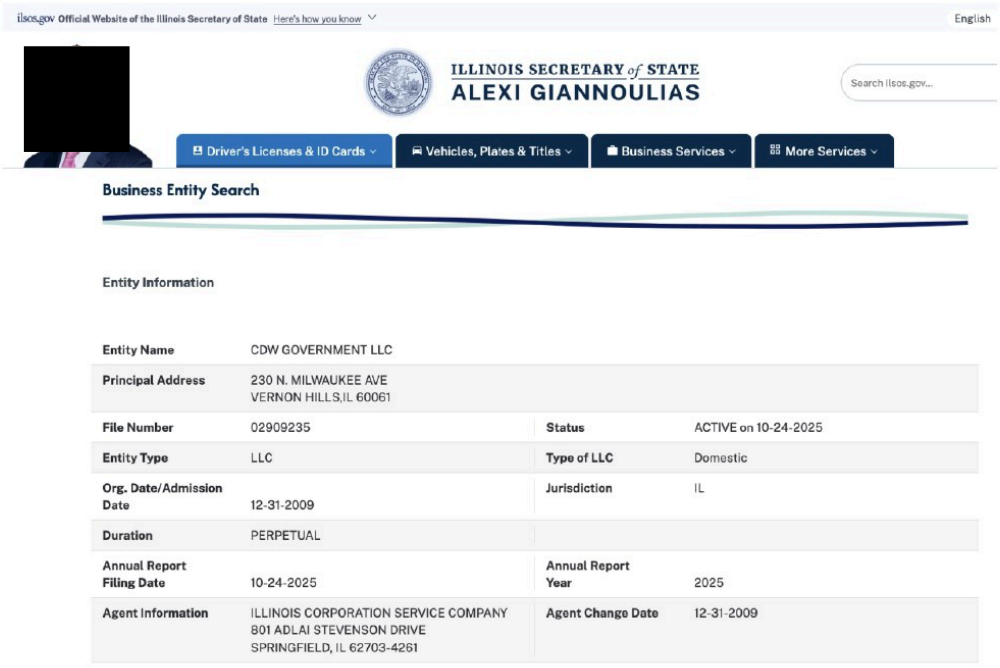
For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions. Cat. No. 11320B Form **1040** (2024)

Exhibit P: Discovery response admitting another Goal Modifier complainant

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.

Exhibit Q: IL Secretary of State records for CDW Government LLC and CDW Direct, LLC



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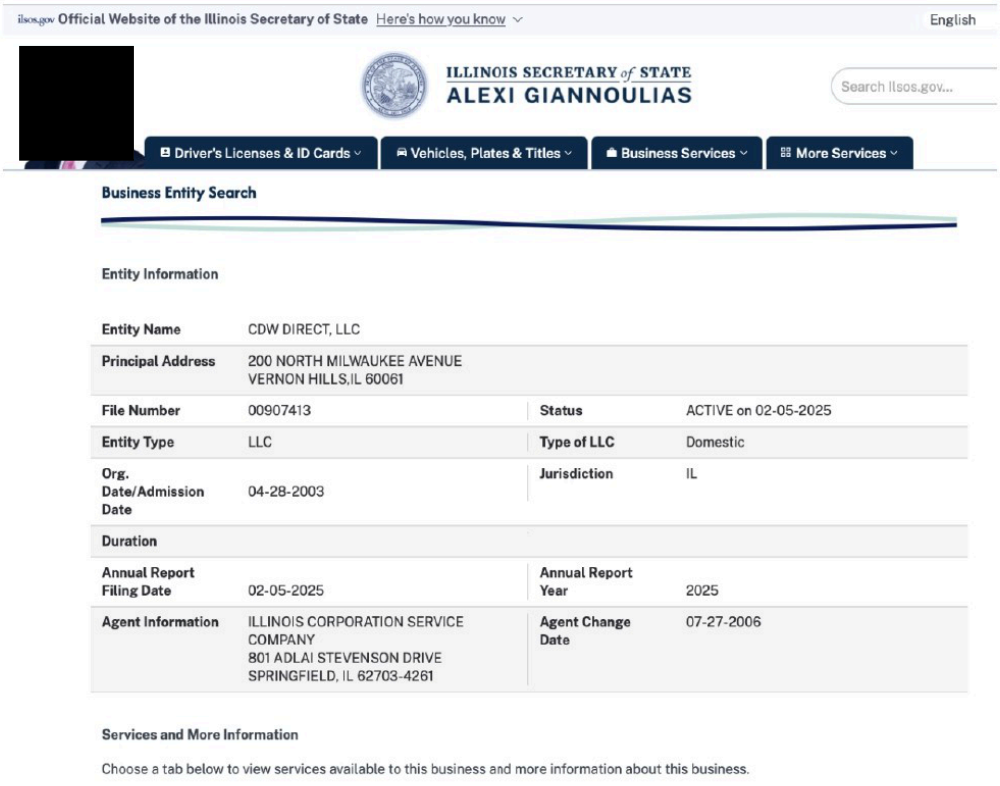
Business Entity Search

Entity Information

Entity Name	CDW GOVERNMENT LLC		
Principal Address	230 N. MILWAUKEE AVE VERNON HILLS,IL 60061		
File Number	02909235	**Status**	ACTIVE on 10-24-2025
Entity Type	LLC	**Type of LLC**	Domestic
Org. Date/Admission Date	12-31-2009	**Jurisdiction**	IL
Duration	PERPETUAL		
Annual Report Filing Date	10-24-2025	**Annual Report Year**	2025
Agent Information	ILLINOIS CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703-4261	**Agent Change Date**	12-31-2009



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[redacted]

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Business Entity Search

Entity Information

Entity Name	CDW DIRECT, LLC		
Principal Address	200 NORTH MILWAUKEE AVENUE VERNON HILLS,IL 60061		
File Number	00907413	**Status**	ACTIVE on 02-05-2025
Entity Type	LLC	**Type of LLC**	Domestic
Org. Date/Admission Date	04-28-2003	**Jurisdiction**	IL
Duration			
Annual Report Filing Date	02-05-2025	**Annual Report Year**	2025
Agent Information	ILLINOIS CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703-4261	**Agent Change Date**	07-27-2006

Services and More Information

Choose a tab below to view services available to this business and more information about this business.

IN THE CIRCUIT COURT OF COOK COUNTY

ILLINOIS, COUNTY DEPARTMENT, LAW DIVISION

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

PLAINTIFF'S FIRST SUPPLEMENTAL ANSWERS TO INTERROGATORIES

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

Plaintiff **Marcellus Long**, pro se, submits these Supplemental Answers to Defendant's First Set of Interrogatories pursuant to Illinois Supreme Court Rule 213(i), which imposes a continuing duty to supplement prior answers when material information becomes known. The original Interrogatories reference paragraph numbers from a prior version of the complaint; the operative pleading is the 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.

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 D., Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, distributed a company-wide email announcing that "beginning this year, all coworkers on a bonus or commission administered through ICM will be asked to formally acknowledge they have received [the compensation] plan" and that obtaining "a copy of [the compensation] plan and [a] signed acknowledgement" is a "best practice" that "helps ensure clarity and shared understanding of plan terms and expectations." The implementation of this acknowledgment requirement for the first time in 2026 corroborates Plaintiff's allegation that no such signed acknowledgment of compensation terms existed at the time of Plaintiff's March 27, 2023 acceptance. **Second,** Plaintiff identifies an email dated January 28, 2026 from Mike D., 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 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] an employee of CDW, LLC, transmitted to Plaintiff an "Overpayment Acknowledgement and Repayment Agreement" expressly identifying the contracting parties as "CDW, Inc. and Marcellus Long." The email was copied to Plaintiff's Sales Manager Luke A. [redacted] and HC C. [redacted] Plaintiff has never had an employment relationship with CDW, Inc., and CDW, Inc. is not a party to this litigation. The demand subjected Plaintiff, under a May 14, 2026 response deadline, to terms requiring him to enter into a personal financial obligation with a third-party entity to which he has no contractual or employment relationship, to consent to wage deductions for which no prior written authorization exists, and to execute an instrument containing language operating as a

litigation admission on the actively contested issue of his at-will employment status, which is the subject of Plaintiff's sworn affidavit filed November 3, 2025 and his pending Motion to Correct the Record. The threatened June 18, 2026 implementation date remains unretracted as of the date of this supplement. The supplemental matters identified herein are illustrative.

INTERROGATORY NO. 12 SUPPLEMENT:

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

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

litigation activity on the same day. The supplemental matters identified herein are illustrative of continuing harm and do not represent the full universe of damages or evidence Plaintiff intends to present.

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

VERIFICATION

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

/s/ Mr. Marcellus Long MBA

Marcellus Long, MBA | Pro Se Plaintiff | 1 E. Erie St., Suite 525-2420, Chicago, IL 60611
legal@marcelluslong.com | (312) 469-0683 | Dated: May 11, 2026

CERTIFICATE OF SERVICE

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

/s/ Mr. Marcellus Long MBA

IN THE CIRCUIT COURT OF COOK COUNTY

ILLINOIS, COUNTY DEPARTMENT, LAW DIVISION

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

PLAINTIFF'S FIRST SUPPLEMENTAL RESPONSES TO REQUESTS FOR PRODUCTION

(PURSUANT TO ILLINOIS SUPREME COURT RULE 214(d))

Plaintiff Marcellus Long, pro se, submits these Supplemental Responses to Defendant's First Set of Requests for Production pursuant to Illinois Supreme Court Rule 214(d), which imposes a continuing duty to seasonably supplement when additional responsive materials come into a party's possession or knowledge. The supplemental matters identified herein are illustrative of additional responsive documents developed since Plaintiff's original responses dated September 30, 2025 and shall not be construed as an exhaustive recitation of all documents supporting Plaintiff's claims. Plaintiff expressly reserves all objections previously asserted and the right to supplement further.

REQUEST FOR PRODUCTION NO. 19 SUPPLEMENT:

DEFENDANT'S REQUEST: "Every 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 statements constituting admissions or declarations against interest. **First,** the email dated March 27, 2026 from Mike D., Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, 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 describing the obtaining of "a copy of [the compensation] plan and [a] signed acknowledgement" as a "best practice" that "helps ensure clarity and shared understanding of plan terms and expectations." The qualifier "beginning this year" is the operative declaration against interest, demonstrating that the stated best practice was not in place prior to 2026. **Second,** 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 on two grounds: it uses the term "goal modifiers" in Defendant's own written voice, an institutional admission that the mechanism is real and operative within Defendant's compensation system, and

it admits that on the second-to-last day of January 2026, goals had not yet been loaded for that performance period and that goal-based mechanics could not calculate. The supplemental documents identified herein are illustrative and do not represent the full universe of written statements on which Plaintiff intends to rely.

REQUEST FOR PRODUCTION NO. 20 SUPPLEMENT:

DEFENDANT'S REQUEST: "All documents on which Plaintiff based his allegations of wage deduction violations, including but not limited to all facts and documents related to said allegations."

SUPPLEMENTAL RESPONSE: Plaintiff supplementally identifies the following responsive documents: (1) the May 7, 2026 email from LeAnn K. [redacted] to Plaintiff, copying Luke A. [redacted] and HC C. [redacted] transmitting an "Overpayment Acknowledgement and Repayment Agreement"; (2) the agreement itself, which states on its face that it is "made and entered into by and between CDW, Inc. and Marcellus Long" and which demands consent to wage reductions of 50% or 100% of future earnings, or personal-check repayment, by May 14, 2026, with implementation scheduled to begin June 18, 2026, in connection with a retroactive gross profit reallocation arising from order PQFS169; (3) Plaintiff's same-day Demand to Cease Unauthorized Wage Deduction Activity and Retaliatory Conduct served on Defendant's counsel of record, documenting Plaintiff's contemporaneous objection and refusal to enter into any instrument with CDW, Inc., an entity with which Plaintiff has no employment relationship; and (4) an email dated January 28, 2026 from Mike D., [redacted] Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, BCC'd to all sales

coworkers, stating that as of that date, the second-to-last day of January 2026, "goals have not yet been loaded, so any goal-based bonus plans or goal modifiers will not calculate at this time." The same email thread includes Mr. 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", which is responsive because the May 7, 2026 agreement retroactively reallocates negative gross profit into the January 2026 performance period during which, by Mr. D.'s own admission, no goal had been loaded and the goal-based mechanics could not calculate. The supplemental documents identified herein are illustrative and do not represent the full universe of responsive materials.

REQUEST FOR PRODUCTION NO. 21 SUPPLEMENT:

DEFENDANT'S REQUEST: "All documents that support or refute your allegation that you have been retaliated against by your employer."

SUPPLEMENTAL RESPONSE: Count VI of the operative First Amended 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 supplementally identifies the May 7, 2026 documents described in RFP 20 Supplement above as responsive to this request. These documents establish that on the same day Plaintiff filed his Amended Motion to Strike Improper Certifications, Plaintiff was subjected to a demand to execute, under deadline pressure, an instrument with a third-party entity to which he has no employment relationship, to consent to wage reductions, and to sign a document containing language operating as an attempted litigation admission on the actively contested at-

will issue. The supplemental documents identified herein are illustrative and do not represent the full universe of responsive materials.

REQUEST FOR PRODUCTION NO. 22 SUPPLEMENT:

DEFENDANT'S REQUEST: "All documents that support or refute your allegation that your employer has committed fraud."

SUPPLEMENTAL RESPONSE: Plaintiff supplementally identifies the March 27, 2026 D. email described in RFP 19 Supplement above, the January 28, 2026 D. no-goal communications described in RFP 19 Supplement above, and the May 7, 2026 documents described in RFP 20 Supplement above. These documents are responsive because they substantiate the systemic and procedural pattern of fraud already pleaded in the operative First Amended Complaint at paragraphs 41 through 51, 52 through 57, 95, 119, 120, and 158 through 162, including post-earning reduction, mischaracterization of compensation mechanics, and absence of express written authorization. Specifically, the May 7, 2026 agreement represents that Plaintiff's March 2026 month-to-date gross profit was rendered negative because of a return of order PQFS169 and that this adjustment was retroactively reallocated to January 2026. By Mr. D.'s own written admission, the January 2026 performance period operated without contemporaneous goals having been loaded, and goal-based mechanics could not calculate. The reallocation of negative gross profit into a performance period during which the very metric used to determine commission and bonus mechanics did not exist at the time documents the post-hoc and retroactive character of the underlying mechanism. Additionally, the May 7, 2026 agreement applies commission-advance terminology to a bonus plan employee whose 2024 Sales Contact Center G-Team Compensation Plan is a bonus plan, not a commission plan, and whose plan at

Section B already provides that bonuses are not deemed earned until any returns or adjustments are completed. The proper remedy under Defendant's own plan for a customer return is that the bonus for the affected transaction is not paid, not that a separate personal debt is created in favor of a third-party entity. The supplemental documents identified herein are illustrative and do not represent the full universe of responsive materials.

Plaintiff will produce the supplementally identified documents to Defendant's counsel of record within seven (7) business days of the date of this supplemental response, in text-searchable PDF format with appropriate redactions of personal identifiers. Plaintiff reserves the right to further supplement under Rule 214(d) as additional responsive materials come into Plaintiff's possession or knowledge.

These supplemental responses are provided without waiving any objections previously asserted in Plaintiff's original responses 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 214(d) to seasonably supplement its own document productions.

/s/ Mr. Marcellus Long, MBA

Mr. 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 or around May 11, 2026, a true and correct copy of the foregoing Plaintiff's Supplemental Responses to Requests for Production 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

EXHIBIT T

Agreed Order Clarifying Record (entered October 7, 2025)

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.	)	

AGREED ORDER

This matter coming before the Court on Plaintiff's Motion To Clarify Record Regarding Materials Considered on Preliminary Injunction Ruling filed on October 3, 2025, due notice having been given and the Court being apprised in the premises, IT IS HEREBY ORDERED:

4371
4257

1. The Court considered all of the parties' submissions prior to entering the Court's October 2, 2025 Order.

Reviewed and approved by:

Pro Se Plaintiff
Mr. Marcellus Long, MBA
P.O. Box 60832
Chicago, IL 60660
legal@mercelluslong.com

Counsel for Defendant CDW
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FORDHARRISON LLP
180 N. Stetson Ave., Suite 1660
Chicago, IL 60601
Cook County Atty No. 43346

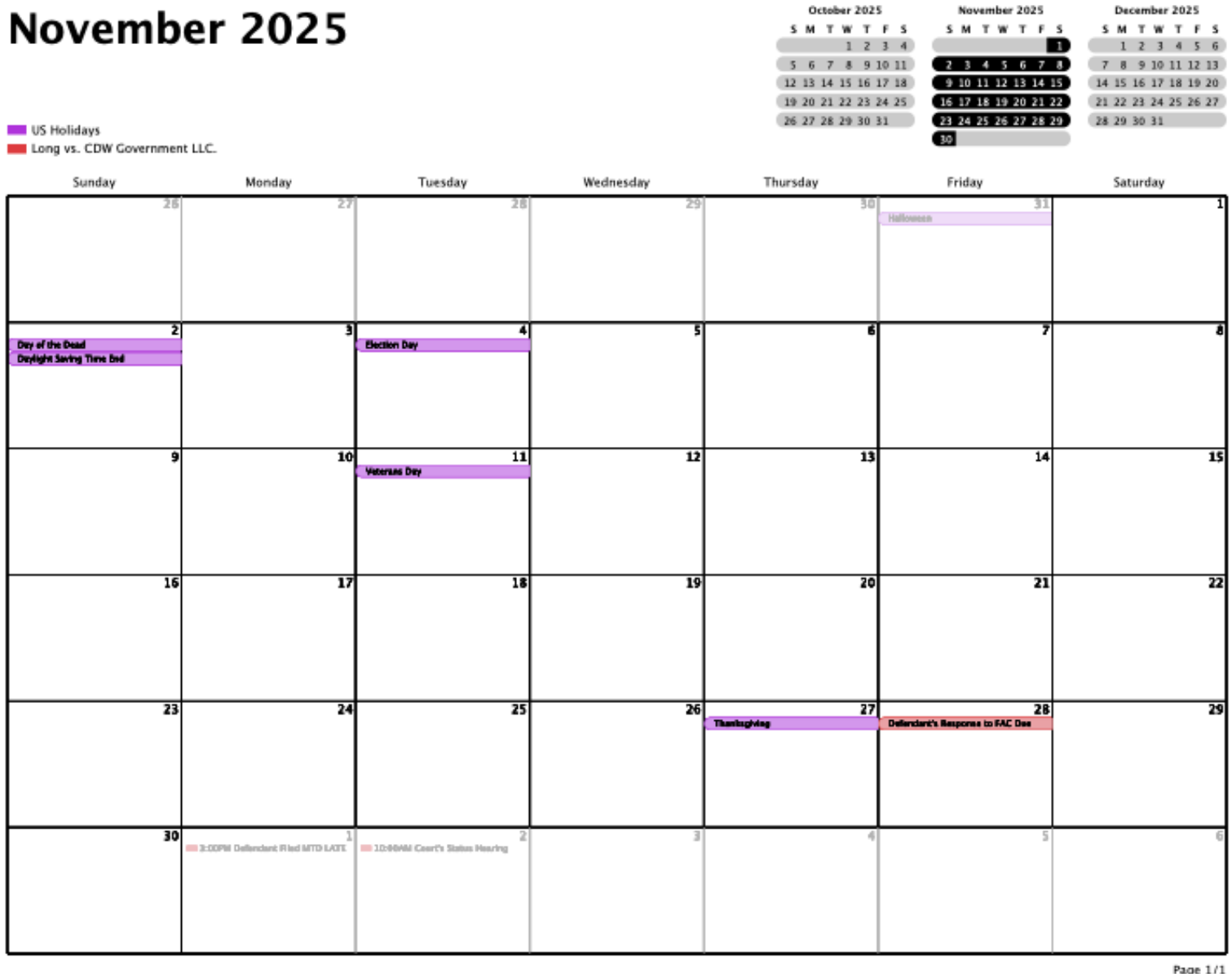
ENTERED
Judge Thomas More Donnelly-1803
OCT 07 2025
MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

Dated: _____

Entered: _____
Judge Thomas More Donnelly

EXHIBIT U

November 2025 Calendar Confirming November 28, 2025 Was a Friday



November 2025

October 2025

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November 2025

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December 2025

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

US Holidays
Long vs. CDW Government LLC.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31 Halloween	1
2 Day of the Dead; Daylight Saving Time End	3	4 Election Day	5	6	7	8
9	10	11 Veterans Day	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 Thanksgiving	28 Defendant's Response to FAC Due	29
30	1 3:00PM Defendant Filed MTD LATE	2 10:00AM Court's Status Hearing	3	4	5	6

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