

Any reference by the Defendant to the outdated May 1st or May 8th filing shall be deemed a bad-faith attempt to confuse the record.

I. INTRODUCTION

Plaintiff Marcellus Long, proceeding pro se, respectfully moves this Court to strike the Declaration of Kimberly B. [REDACTED] attached to Defendant's Responses to Plaintiff's First Request for Admission (served October 1, 2025), the Affidavit of Elizabeth H. [REDACTED] (attached to Defendant's March 17, 2026 Motion to Dismiss as Exhibit 1), and the Affidavit of Dianne B. [REDACTED] (attached to the same filing) and to compel Defendant to provide new certifications from individuals actually employed by CDW Government, LLC with personal knowledge of CDWG's records. In support thereof, Plaintiff states as follows.

II. THE B. [REDACTED] DECLARATION

On October 1, 2025, Defendant served its responses to Plaintiff's First Request for Admission. Attached to those responses was a Declaration of Kimberly B. [REDACTED] executed under penalties of perjury pursuant to 735 ILCS 5/1-109. In that Declaration, B. [REDACTED] stated under oath:

"I am currently the Senior Co Worker Success Business Partner for CDW Government, LLC."

(B. [REDACTED] Decl. ¶ 2.)

"I have personal knowledge of the matters and facts set forth in this Delcaration [sic], and, if sworn as a witness, I can testify competently to those matters and facts." (B. [REDACTED] Decl. ¶ 3.)

"The answers that Defendant CDW Government LLC, produced in response to Plaintiff Marcellus Long's First Request for Admission propounded by the Plaintiff are, to the best of Defendant's knowledge, true and correct." (B. [REDACTED] Decl. ¶ 4.)

Based on these representations, B. [REDACTED] certified the truthfulness and accuracy of Defendant's discovery responses.

III. DEFENDANT'S OWN INTERNAL RECORDS CONTRADICT BRUNO'S SWORN DECLARATION

Plaintiff has obtained Defendant's own internal contact record for Kimberly B. [REDACTED] (Exhibit A, Internal Contact Card for Kimberly B. [REDACTED]) That record, generated from Defendant's own corporate directory system, reveals the following:

Work Location: Sirius - San Antonio - Texas

Company: CDW, LLC

Job Title: Sr. Business Partner

Department: CWS - Business Partner Org

Email: [REDACTED]

Business Address: San Antonio

Upon information and belief, CDW's internal corporate directory system is directly integrated with CDW's payroll infrastructure. The "Company" field in each employee's internal

profile is not a descriptive label or an organizational tag. It corresponds to the legal employer of record, the entity responsible for issuing that employee's W-2 and remitting payroll taxes on their behalf. The company code in the directory is the payroll company code. When an employee's profile shows "Company: CDW, LLC," CDW, LLC is on that employee's W-2. When an employee's profile shows "Company: CDW Government, LLC," CDW Government, LLC is on that employee's W-2. The internal directory and the payroll system are the same system. The contact cards produced as Exhibits A through D in this motion are therefore not merely organizational snapshots. They are payroll records that identify the legal employer of record for each individual.

B.'s internal profile does not identify her employer as CDW Government, LLC. It identifies her employer as **CDW, LLC**, a separate corporate entity. Her work location is listed as "Sirius," which refers to Sirius Computer Solutions, Inc. (now Sirius Federal), a separate corporate entity with its own Employer Identification Number. She is located in San Antonio, Texas, not in Illinois where the Defendant is registered and where this litigation is pending.

In her sworn Declaration, **B.** stated that she is "currently the Senior Co Worker Success Business Partner **for CDW Government, LLC.**" (**B.** Decl. ¶ 2.) That statement is false. Defendant's own internal payroll-linked directory identifies her Company as CDW, LLC, meaning CDW, LLC, not CDW Government, LLC, appears on her W-2 as her legal employer of record. The entity she named in her sworn declaration is not the entity that pays her wages. That is not an ambiguity or a technicality. It is a material false statement of fact in a certification made under penalties as provided by law pursuant to 735 ILCS 5/1-109.

B.'s work location further compounds the problem. Her internal profile identifies her physical work location as Sirius in San Antonio, Texas. Sirius Computer Solutions, Inc. is a separate corporate entity that CDW Corporation acquired on December 2, 2021 for \$2.5 billion. It is not a party to this action and has no connection to the claims at issue. B.'s declaration therefore touches three distinct corporate entities: the employer she named in her sworn certification (CDW Government, LLC), the employer that appears on her W-2 (CDW, LLC), and the business location where she physically works (Sirius). None of these three entities are the same. Not one of them is CDW Government, LLC as her employer of record.

IV. THE CERTIFICATIONS FAIL UNDER 735 ILCS 5/1-109

Section 1-109 of the Code of Civil Procedure provides that any pleading, affidavit, or other document "shall be under oath or verified by certification" and that the certifying individual affirms "under penalties as provided by law" that the statements are "true and correct." 735 ILCS 5/1-109.

The purpose of the 1-109 certification is to ensure that discovery responses are verified by a person with actual personal knowledge of the responding party's records and operations. *Haage v. Zavala*, 321 Ill. App. 3d 718, 725 (1st Dist. 2001). The certifying individual must be someone who can "testify competently" to the matters asserted, meaning someone with firsthand knowledge derived from their position within the responding entity.

B.'s certification fails this standard for four independent reasons:

A. Wrong Employer. B. is employed by CDW, LLC, not by Defendant CDW Government, LLC. These are separate corporate entities. CDW Government, LLC is the Defendant in this action and the entity whose records are at issue. An employee of CDW, LLC does not, by virtue of that employment alone, have personal knowledge of CDW Government, LLC's records, personnel practices, compensation mechanics, or the specific facts underlying the discovery requests at issue. Defendant has not established any agency relationship, service agreement, or other legal basis for B. to certify CDWG-specific discovery responses on behalf of a separate entity.

B. Wrong Work Location. B.'s work location is identified as "Sirius - San Antonio - Texas." Sirius Computer Solutions, Inc. (subsequently acquired and rebranded, with a federal contracting subsidiary known as Sirius Federal) is a separate corporate entity with its own EIN. An individual whose work location is identified with a separate entity's operations in a different state raises serious questions about the foundation for her claimed "personal knowledge" of CDW Government, LLC's employment records in Illinois.

C. Adverse Relationship with Plaintiff and Temporal Conflict. B. is the same individual who, in her capacity as HR Business Partner, participated in adverse performance proceedings against Plaintiff. The specific dates are in this Court's own docket. On August 6, 2025, Plaintiff was informed of an impending Individual Action Plan (IAP/PIP). On August 7, 2025, a meeting invite was sent listing B.'s attendance. On August 11, 2025, Plaintiff filed

his Emergency Motion for Temporary Restraining Order, which specifically named B. [REDACTED] as a human resources representative 'not employed by CDW Government LLC but by Sirius Computer Solutions Inc., a separate subsidiary of CDW Corporation, apparently bypassing standard HR channels to initiate this action through a corporate backdoor.' (Pl.'s Emergency Mot. for TRO, Aug. 11, 2025, at 2.) Fifty-one days later, on October 1, 2025, B. [REDACTED] certified Defendant's discovery responses. This Court's own docket already identifies B. [REDACTED] as a Sirius employee who was involved in adverse proceedings against Plaintiff through a corporate backdoor. Defendant then asked this same individual to certify the truthfulness of its discovery responses in the same litigation.

D. No Nexus to the Illinois Statutory Obligations at Issue , Demonstrated by the Responses Themselves. B. [REDACTED] certified under 735 ILCS 5/1-109 that she could "testify competently" to the matters in Defendant's RTA responses. The responses themselves refute that claim. Twelve of those responses contain the phrase "Defendant further states that Plaintiff was an at-will employee at the time and agreed to the terms by remaining employed," a statement that has no place in a Rule 216(c) response and reflects no understanding of Illinois-specific discovery obligations. A certifier with personal knowledge of CDW Government, LLC's Illinois IWPCA compliance obligations would know that at-will status does not authorize unauthorized deductions from commission payouts under 820 ILCS 115/9 and provides no basis for departing from Illinois Supreme Court Rule 216(c). The responses confirm the certifier had no such knowledge. The discovery responses B. [REDACTED] certified address matters arising exclusively under the Illinois Wage Payment and Collection Act (820 ILCS 115/1 et seq.). The Requests for Admission concern whether CDW Government, LLC provided written notice of compensation

terms to an Illinois employee as required by 820 ILCS 115/10, whether CDW Government, LLC obtained express written consent for deductions to commission payouts from an Illinois employee as required by 820 ILCS 115/9, and whether CDW Government, LLC's Goal Modifier mechanism constitutes an unauthorized deduction from commissions earned by an Illinois employee. CDW Government, LLC maintains a significant operational presence in Cook County, Illinois, with a substantial downtown Chicago office where Plaintiff worked and where the conduct at issue occurred. This action arises entirely from employment events in Cook County. B. works at Sirius in San Antonio, Texas. She has no presence in Cook County. She is not employed by Defendant. She has no demonstrated connection to CDW Government, LLC's Cook County operations, its Illinois employment practices, its Illinois compensation administration, or the specific IWPCA compliance obligations at the center of this litigation. The notion that an individual employed by a different entity, working from a different company's office, in a different state, possesses the "personal knowledge" necessary to certify the truthfulness of responses about Illinois wage law compliance is untenable on its face.

V. THE ENTITY-MIXING PATTERN IS SYSTEMIC, DELIBERATE, AND PERSISTS DESPITE REPEATED NOTICE

A. Three Sworn Declarations, Zero CDW Government, LLC Employees.

In addition to B., Defendant has submitted sworn declarations from two other individuals, neither of whom identifies as a CDW Government, LLC employee. Plaintiff notes at the outset that CDW, LLC is a separate and distinct legal entity from both CDW Government,

LLC (the named Defendant) and CDW Direct, LLC (Plaintiff's prior employer). These are three distinct corporate entities with separate Employer Identification Numbers. CDW's own internal directory system reflects this distinction precisely.

Plaintiff's own internal contact card, generated from that same system, identifies his Company as "CDW Government, LLC," his work location as "Chicago / Adams - IL," and his email domain as @cdwg.com. (Exhibit D, Internal Contact Card for Marcellus Long.) That is what a CDW Government, LLC employee's profile looks like in CDW's own system. Because the Company field in CDW's directory corresponds directly to the payroll system and the legal employer of record on each employee's W-2, Exhibit D reflects that CDW Government, LLC appears on Plaintiff's W-2 as his employer. None of the three certifying individuals match that profile. The Company fields on their internal cards identify CDW, LLC as their employer of record, meaning CDW, LLC appears on their W-2s, not CDW Government, LLC. These are not the same company. They do not share a W-2. They are separate legal employers.

Elizabeth H. executed an affidavit under 735 ILCS 5/1-109 certifying the completeness of Defendant's Rule 214 production. (H. Aff., dated September 10, 2025; resubmitted as Exhibit 1 to Defendant's March 17, 2026 MTD.) In that affidavit, H. identifies herself as "the Senior Manager of Litigation and IP support **for CDW.**" (H. Aff. ¶ 1.) Not "for CDW Government, LLC." Plaintiff has obtained H.'s internal contact card from CDW's own corporate directory system. (Exhibit B, Internal Contact Card for Liz H.) That record confirms:

Work Location: Vernon Hills / 200 - IL

Company: CDW, LLC

Job Title: Sr Mgr Litigation & IP Support

Department: LEG - Legal Department

Email: [REDACTED]

Business Address: Vernon Hills

[REDACTED]'s internal profile does not identify her employer as CDW Government, LLC. It identifies her employer as **CDW, LLC**, a separate corporate entity. She works in CDW, LLC's Legal Department in Vernon Hills, Illinois. Her email domain is @cdw.com, not @cdwg.com. She is not a CDW Direct, LLC employee. She is an employee of CDW, LLC, the parent holding entity, a third distinct corporate entity that is not a party to this action and bears no exposure to the claims at issue.

E. The [REDACTED] Affidavit Independently Fails Rule 214(b)-(c): It Is Vague, Non-Compliant, and Does Not Identify What Was Searched.

The [REDACTED] affidavit's deficiencies extend beyond the entity mismatch. Even setting aside that she works for CDW, LLC rather than CDW Government, LLC, the affidavit itself is substantively non-compliant with Illinois Supreme Court Rule 214(b)-(c) and 735 ILCS 5/1-109. Plaintiff raised these deficiencies in detail in the Petition for Rule to Show Cause filed September 12, 2025, and they remain unaddressed.

Illinois Supreme Court Rule 214(c) requires that when a party cannot produce requested documents, it must serve a verified statement, after reasonable inquiry, that: (1) specifically addresses whether the document is in its possession, custody, or control; (2) identifies the repositories, custodians, systems, and date ranges searched; and (3) provides information about the whereabouts of the item if not in the party's control. The purpose of these requirements is to allow the Court to assess the diligence of the search and the completeness of the response.

The H. [REDACTED] affidavit satisfies none of these requirements. It does not answer the binary question the Court compelled on July 31, 2025: does CDW Government, LLC possess any writing signed by Plaintiff authorizing modifications to commission payout during Plaintiff's CDWG employment? It does not state, after reasonable inquiry, whether such a writing is in Defendant's possession, custody, or control. It does not identify any repositories searched (e.g., HRIS/personnel file; commission platforms such as ICM, SPS, or Varicent; e-signature platforms; email archives; or shared drives). It does not identify any custodians, date ranges, or search methods. It simply proclaims completeness and points to BATES CDW000001-2, a 2021 offer letter from CDW Direct, LLC, an entirely different legal entity covering an entirely different employment period.

The affidavit also purports to reserve the right to supplement 'if something is later located,' thereby converting a fixed court-ordered compliance deadline into an open-ended rolling response. That is incompatible with Rule 214(b)-(c) and the Court's July 31, 2025 order.

Critically, Plaintiff specifically clarified the scope of the discovery request in writing during the September 4-5, 2025 meet-and-confer: whether CDWG has, in its possession, custody, or control, any writing signed by Marcellus Long authorizing modifications to commission payout via any 'Goal-Modifier' mechanism. Defendant refused to confirm that the affidavit would address that specific scope. The affidavit that H. [REDACTED] ultimately submitted did not address it. The scope was clear. The response was evasive. And the certifying individual was an employee of CDW, LLC, not the entity whose records were at issue.

Paragraph 42 of Plaintiff's September 12, 2025 Petition for Rule to Show Cause, filed in this action, documented this deficiency precisely: 'The affiant, Elizabeth H. [REDACTED] identifies herself as a Senior Manager of Litigation. The affidavit identifies no repositories searched, custodians, date ranges, or methods, and simply proclaims completion while pointing to outdated CDW Direct LLC (CDWD) documents that are facially non-responsive to an order directed to CDW Government LLC. That is conclusory and non-compliant with Rule 214(b)-(c) and Section 1-109.' That filing is part of this Court's record. The deficiency was identified then. It has not been cured. The H. [REDACTED] affidavit resubmitted with the March 17, 2026 MTD contains the same substantive failures.

Dianne B. [REDACTED] executed an affidavit certifying matters relating to CDW's onboarding processes and the CDW Way Code, submitted as Exhibit 1 to the March 17, 2026 MTD. In that affidavit, B. [REDACTED] states: "I am employed **by CDW** as its Global Ethics & Compliance Manager." B. [REDACTED] Aff. ¶ 1.) Not "by CDW Government, LLC." Plaintiff has obtained

B.'s internal contact card from CDW's own corporate directory system. (Exhibit C, Internal Contact Card for Dianne B.) That record confirms:

Work Location: Virtual - Wisconsin

Company: CDW, LLC

Job Title: Compliance Mgr

Department: LEG - Legal Department

Email: [REDACTED]

Business Address: Virtual

B.'s internal profile does not identify her employer as CDW Government, LLC. It identifies her employer as **CDW, LLC**, a separate corporate entity. She works in CDW, LLC's Legal Department, operating virtually from Wisconsin. Her email domain is @cdw.com, not @cdwg.com. She does not work for CDW Government, LLC. Beyond the entity mismatch,

B.'s certification carries an additional and independently disqualifying conflict of interest:

B. appears by name on the EthicsPoint case access list for Plaintiff's own internal complaint, Case No. 10129, the very investigation that forms the factual backbone of this litigation. (Op. Comp. Ex. I, EthicsPoint Case Access List.) She reviewed Plaintiff's internal complaint, had access to all investigative materials, and was present at the institutional level when CDW determined to take "No action." She is now certifying a sworn affidavit on behalf of CDW Government, LLC in the litigation that arose directly from that same internal complaint. The person who reviewed Plaintiff's complaint on CDW's behalf internally is now certifying

evidence for CDW in court. That is not a procedural technicality. That is a conflict that goes to the integrity of the certification itself.

B.'s disqualification is further compounded by her conflict of interest. She had access to Plaintiff's EthicsPoint complaint, Case No. 10129, as part of the same CDW, LLC institutional apparatus that reviewed it and took no action. She is now certifying an affidavit in the litigation that arose directly from that decision. An employee of CDW, LLC, with no personal knowledge of CDW Government, LLC's records as a matter of corporate law, who also participated in the institutional conduct being challenged, is among the least appropriate individuals Defendant could have selected to certify anything in this case.

The certification rules under 735 ILCS 5/1-109 exist to ensure that discovery responses are verified by someone with personal knowledge of the responding entity's records. **B.** works for CDW, LLC. CDW Government, LLC is a separate legal entity. Whatever **B.** knows about Case No. 10129 flows from CDW, LLC's institutional involvement in Plaintiff's complaint, not from any position she holds within CDW Government, LLC. An employee of a different corporate entity cannot possess personal knowledge of CDW Government, LLC's records, regardless of how deeply the parent company has inserted itself into this litigation.

The combination of entity mismatch and conflict of interest compounds the reliability problem in a specific and irreversible way. Entity mismatch alone defeats personal knowledge: an employee of CDW, LLC has no personal knowledge of CDW Government, LLC's records as a matter of corporate law. But **B.'s** situation goes further. The only knowledge she does

possess about the relevant events flows from her participation on the adverse institutional side of Plaintiff's complaint. Whatever she knows, she knows because she was part of the process that concluded Plaintiff's claims were unsubstantiated and that no action should be taken. That knowledge is not neutral knowledge of records. It is the knowledge of an adverse participant who has an institutional interest in the responses being characterized as truthful and complete. When those two problems, no personal knowledge of the responding entity's records, and adversely tainted knowledge of the underlying events, exist simultaneously in a single certifier, there is no basis from either direction to treat that certification as reliable and completely truthful. This is why the conflict of interest flags matter in the context of this motion. They are not raised as standalone ethical objections. They are raised because they eliminate any remaining possibility that the certification could be trusted even if the entity mismatch were overlooked. It cannot be overlooked, and even if it were, the adversarial taint would remain.

Defendant has filed three sworn declarations in this litigation. B. [REDACTED] falsely claimed to work for CDW Government, LLC when her own internal records show CDW, LLC / Sirius in San Antonio, Texas. H.'s [REDACTED] own internal profile identifies her employer as CDW, LLC in Vernon Hills. B.'s [REDACTED] own internal profile identifies her employer as CDW, LLC in Wisconsin. All three certifying individuals are employees of entities other than the named Defendant, as confirmed by CDW's own corporate directory. The system knows the difference. Defendant chose to ignore it.

B. Defendant Has Been on Notice Since September 2025 That Entity-Mixing Is Improper.

This practice is not inadvertent. Defendant has been specifically and repeatedly notified that submitting documents and certifications from non-CDWG entities is non-responsive and improper:

On September 4, 2025, Plaintiff sent a meet-and-confer communication to FordHarrison expressly identifying the entity mismatch, stating that Defendant had submitted "a job offer letter from a completely different company (CDW-D)" that was "non-responsive to both the 201(k) request and the Court's order."

On September 12, 2025, Plaintiff filed a Petition for Rule to Show Cause identifying the H. affidavit by name and noting that it certified non-responsive CDW Direct, LLC documents in response to a court order directed at CDW Government, LLC.

On February 6, 2026, Plaintiff filed a Motion in Limine to Exclude CDW Direct, LLC Documents, citing *CDW, LLC v. NeTech Corp.* and arguing that CDW subsidiaries cannot enforce each other's employment agreements.

On February 17, 2026, this Court denied Defendant's first Motion to Dismiss and Motion to Strike. This Court has not issued a specific ruling on the entity mismatch in Defendant's certifications. Plaintiff now brings this motion to squarely present that issue for resolution. The absence of a prior ruling has allowed Defendant to continue submitting non-CDWG certifications unchecked through multiple rounds of briefing.

Despite this notice, on March 17, 2026, Defendant filed its second Motion to Dismiss, again attaching the B. [REDACTED] affidavit that identifies its certifying individual as an employee of "CDW," not CDW Government, LLC.

C. Defendant Has Known Since 2012 That Its Subsidiaries Are Distinct Entities, and the Corporate Structure It Chose Forecloses These Certifications as a Matter of Law.

Defendant's notice did not begin with Plaintiff's filings in this case. It began with Defendant's own prior litigation. In *CDW, LLC v. NeTech Corp.*, No. 1:10-cv-00530-SEB-DML (S.D. Ind. Feb. 16, 2012), CDW itself brought suit seeking to enforce employment agreements across its subsidiary structure. Federal Judge Sarah Evans Barker ruled against CDW's position, holding that CDW subsidiaries are distinct corporate entities that cannot enforce each other's employment agreements. CDW was a party to that ruling. CDW's own counsel litigated that issue. CDW lost. As set forth in Plaintiff's Amended Notice of Supplemental Authority filed concurrently herewith, the *NeTech* holding constitutes instructive federal authority that directly governs the entity-mixing at issue here. The federal court's application of that principle is instructive from a second direction as well: when CDW's damages expert sought to include revenue from CDW Government's customers in CDW's lost profits calculation, the court excluded it because CDW Government, LLC was a separate entity not before the court. Corporate separateness works both ways. CDW Government's revenue cannot be claimed by CDW LLC in litigation, and CDW LLC's employees cannot certify CDW Government's discovery responses.

CDW has known since 2012 that its subsidiaries are legally distinct. That knowledge predates every filing in this case.

The corporate structure itself forecloses these certifications as a matter of law.

The stakes of accurate entity identification are particularly significant given this Court's prior PI ruling, which made an unqualified statement that Plaintiff is an at-will employee. That determination was made on a record built with CDW Direct, LLC documents and certified by individuals who do not work for CDW Government, LLC. Whether Plaintiff is at-will under CDW Government, LLC's specific employment relationship is a question that only CDW Government, LLC's own records and its own employees can answer. A ruling made on the wrong entity's documents cannot reliably adjudicate any employment term.

Reduced to its simplest form: for twelve months, Plaintiff has sought a single category of evidence from the named Defendant, a document authorizing modifications to commission payout via the Goal Modifier. One document. One year. Defendant has never produced a single certification from an actual CDW Government, LLC employee, vigorously opposed every effort to obtain supplemental discovery, and continues to substitute non-CDWG personnel while producing nothing from the entity that is actually on trial.

Limited Liability Means Limited Liability.

Defendant cannot claim that this substitution was necessary or that no qualified CDW Government, LLC employee was available to certify these responses.

CDW Government, LLC is not a shell. It is a fully operational, independently functioning subsidiary of CDW Corporation. CDW's own Annual Report on Form 10-K, filed with the United States Securities and Exchange Commission, lists CDW Government LLC as a separately disclosed subsidiary under Exhibit 21.1, as required by SEC Regulation S-K for significant subsidiaries with independent operational existence. The 2024 10-K confirms the government channel generated more than \$1.5 billion in net sales that year, making CDW Government, LLC one of the largest operating units within the CDW corporate family. CDW Government, LLC has its own dedicated leadership structure, its own officers, its own employees, and its own records.

Ben B. serves as Senior Vice President, Government Sales for CDW Government, LLC, leading a 525-member team comprised of directors, sales managers, and account managers, all employed by CDW Government, LLC with @cdwg.com email domains. B. and that leadership team administered CDW Government, LLC's compensation policies on Defendant's behalf, including the Goal Modifier mechanism applied to Plaintiff's commission payouts. The members of that team, employed by CDW Government, LLC, with direct operational knowledge of how commission payouts are calculated, modified, and recorded, are the appropriate records custodians for purposes of certifying these discovery responses. B.'s connection to this case goes beyond organizational charts. CDW Government, LLC's executive leadership, including B., Cory S., Yemi O., and Josh D. participated in monthly Account Team Review meetings in which they managed compensation, including

Plaintiff's compensation. In or around October 2023, Josh D. informed Plaintiff during a one-on-one meeting that his compensation had been discussed at the executive level. D. referred to that leadership group as "we" in the statement pleaded at paragraph 32 of the operative complaint: "Trust me, we realize that you are a grown man with bills to pay." (Op. Comp. ¶ 32.) Plaintiff has documentation of those Account Team Review meetings. The executive leadership of CDW Government, LLC had direct, firsthand knowledge of Plaintiff's compensation and the Goal Modifier applied to it. Those individuals, employed by CDW Government, LLC, with actual personal knowledge of the specific compensation matters at issue, were the appropriate certifiers. Defendant chose CDW, LLC's Legal Department instead.

Notably, Kimberly B., the CDW, LLC employee who certified Defendant's discovery responses, had no documented contact with Plaintiff regarding any performance concern prior to this action. This action was filed on June 10, 2025. It was not until August 7, 2025, fifty-eight days after the lawsuit was filed, that Plaintiff received a meeting invite listing B.'s attendance in connection with adverse performance proceedings. B.'s certification of Defendant's discovery responses on October 1, 2025 came fifty-one days after that. She had no prior relationship with Plaintiff that would give her personal knowledge of CDW Government, LLC's records regarding his employment, compensation, or the specific matters addressed in those responses.

CDW Government, LLC has its own dedicated compensation administration infrastructure. Whoever within that infrastructure is specifically responsible for maintaining CDWG's commission payout records, its ICM or equivalent compensation platforms, its e-

signature systems, and its personnel files is the proper records custodian for purposes of Rule 214(c). That person does not work in the Legal Department of CDW, LLC. That person works in the compensation or HR function, with direct operational access to the specific systems that would contain any written authorization for modifications to commission payout. Defendant has not identified that person. Defendant has not produced that person. Defendant has instead produced compliance personnel from CDW, LLC's parent company who have no demonstrated operational knowledge of CDW Government, LLC's compensation recordkeeping systems.

A records custodian under Rule 214(c) must possess personal knowledge of how records are maintained, where they are stored, and how they can be retrieved. That requires operational familiarity with the actual recordkeeping systems: HRIS, compensation platforms such as ICM, SPS, and Varicent, e-signature platforms, email archives, and shared drives. Elizabeth H. is the Senior Manager of Litigation and IP Support in CDW, LLC's Legal Department. Her function is litigation management, not compensation records administration. She has no demonstrated operational knowledge of CDW Government, LLC's compensation systems, HR file structures, or e-signature platforms. Her affidavit identifies none of these systems because she has no basis for personal knowledge of them. The proper custodians are in HR and Compensation, whose job it is to actually generate, maintain, and retrieve the records that would show whether a signed authorization for modifications to commission payout exists.

H.'s institutional role as Senior Manager of Litigation and IP Support places her squarely on CDW's litigation team in this very proceeding. Her function is to support CDW's litigation position. Submitting a sworn certification in the same litigation she manages does not

make her a records custodian. It makes her a conflicted witness whose institutional interest runs against Plaintiff and in favor of the outcome she is certifying.

Defendant bypassed its own compensation executives, its own HR leadership, and its own CDWG-specific officers, and selected employees from CDW, LLC's parent company Legal Department to certify responses about matters specific to a subsidiary those employees do not work for. This was not a logistical constraint. CDW Government, LLC's own senior leadership and its own compensation division were available, identifiable, and qualified. This was a deliberate choice.

CDW Government, LLC is organized as a limited liability company with its own Employer Identification Number, registered with the Illinois Secretary of State as a separate domestic entity. The entire legal purpose of this structure is limited liability: the parent entity is shielded from the subsidiary's obligations precisely because the entities are separate. CDW chose this structure. CDW benefits from this structure. CDW relies on this separateness to limit its exposure to the obligations of its subsidiaries, including any liability arising from CDW Government, LLC's employment practices and IWPCA compliance.

That separateness, however, requires actual operational independence. Separate records. Separate employment relationships. Separate personnel with personal knowledge of the subsidiary's affairs. Under the legal definition of corporate separateness that CDW itself relies upon for limited liability protection, an employee of the parent entity cannot possess personal knowledge of a subsidiary's records, because the entities are, by legal definition, distinct. If

CDW's position is that B., H., and B. do possess personal knowledge of CDW Government, LLC's records despite being employed by different entities, then CDW is conceding that the corporate separation between these entities does not exist in practice. And if the separation does not exist, the limited liability protection that justifies the LLC structure does not exist either.

Defendant cannot maintain corporate separateness for liability purposes while disregarding it for discovery purposes. That is the precise conduct *NeTech* prohibited.

For an entire year of litigation, CDW Government, LLC, the named Defendant, the entity that employed Plaintiff, the entity that applied the Goal Modifier to Plaintiff's commission payouts, the entity that bears liability if these claims succeed, has not produced a single document of its own. Every document Defendant has submitted in defense of this case belongs to CDW Direct, LLC, a separate entity that is not a party to this action and bears no liability for CDW Government, LLC's conduct. If this Court enters judgment against CDW Government, LLC, CDW Direct pays nothing. That is the entire purpose of the LLC structure Defendant chose.

What Defendant has done, for twelve months, is use a non-liable entity's documents to shield the liable entity from accountability. The entity with exposure produces nothing. The entity with no exposure produces everything. And the individuals certifying those productions do not work for the entity that is actually on trial. This is not carelessness. This is the use of corporate separateness as a sword when it benefits Defendant and a fiction when it does not.

A Section 1-109 certification is made "under penalties as provided by law." When a party submits sworn declarations misidentifying the certifying individual's employer, after being told by a federal court in its own prior litigation that its subsidiaries are distinct entities, and after being told by opposing counsel and through multiple court filings in this case that entity-mixing is non-responsive and improper, the conduct can no longer be characterized as inadvertent error. It is a deliberate choice to continue a practice that Defendant knows is legally impermissible.

In addition, when Defendant could not establish at-will employment status with the *named* Defendant through proper discovery, Defendant made a decision to reach outside the litigation and applied direct economic pressure against Plaintiff, a commission-only salesperson at the bottom of the organizational chart, a person who manages no one, earns only what he sells, and has no financial cushion to absorb what Defendant threatened.

As documented in **Plaintiff's Supplemental Answers to Interrogatories** (Interrogatory No. 10 Supplement, served May 10, 2026) attached to this motion herein as **Exhibit E: Plaintiff's First Supplemental Answers to Interrogatories (Pursuant to Illinois Supreme Court Rule 213(i))**, on May 7, 2026, LeAnn K. [REDACTED] ([REDACTED]), an employee of CDW, LLC (not CDW Government, LLC) transmitted to Plaintiff an "Overpayment Acknowledgement and Repayment Agreement" identifying the contracting parties as "**CDW, Inc. and Marcellus Long.**" Plaintiff has never worked for CDW, Inc. CDW, Inc. is not a party to this litigation. CDW, Inc. bears no liability for CDW Government, LLC's conduct. Defendant demanded that

Plaintiff sign a binding agreement with a total stranger to his employment, **by May 14, 2026, or face paycheck reductions of 50% or 100%.**

The contrast between this demand and the document Defendant relies upon in court exposes the strategy completely. The only authorization document Defendant has ever produced is a 2021 offer letter from CDW Direct, LLC, Plaintiff's prior employer, a separate legal entity with its own EIN that is not a party to this action. That letter expressly states it is not a contract: "This offer letter does not constitute or represent any contractual commitments between CDW and you." Not a contract. Defendant has litigated for a full year on a document that, by its own terms, is not a contract, and has inserted into twelve separate RTA responses the claim that Plaintiff was "an at-will employee and agreed to the terms by remaining employed," a defense anchored in a document that expressly disclaims its own binding force and was administered by a different employer entirely.

On May 7, 2026, Defendant dispatched a CDW, LLC employee to demand that Plaintiff enter into an actual agreement, captioned with the word "Agreement," signed by Plaintiff, binding him to a third-party entity **under threat of losing his entire paycheck if he refused.** Defendant knew it had no signed agreement. That is precisely why it was demanding one. A party that possesses a valid signed authorization does not need to threaten a subordinate employee's paycheck to obtain another one.

Consider what this demand required of Plaintiff in concrete terms. Plaintiff occupies the lowest rung of CDW's commercial structure: a quota-carrying individual contributor with no

direct reports, earning \$18 per hour plus a performance-based bonus that Defendant controls, calculates, and has been modifying without authorization since 2023. Into that position, already financially constrained, already in active litigation against the entity that controls his paycheck, Defendant inserted a seven-day deadline. Sign an agreement with a company you never worked for. Acknowledge terms you have contested under oath. Consent to wage deductions for which no prior written authorization exists. Or lose your paycheck.

This is not a billing dispute with a co-equal counterparty. This is an institution with a \$22 billion annual revenue base and a team of retained outside counsel using the threat of total paycheck withholding to extract a signed litigation admission from a pro se plaintiff it has been unable to defeat in court. The "agreed by remaining employed" qualifier inserted into twelve RTA responses was the opening move. The May 7 demand was the escalation when that move failed. The defense Defendant cannot establish through proper discovery, it attempted to manufacture through economic coercion of the one person in this dispute who has the least power to refuse.

At every stage of this litigation where Defendant has been required to produce a document, certify a response, or identify a witness with personal knowledge, Defendant has substituted personnel from a different corporate entity. This pattern, maintained in defiance of both a federal court ruling and repeated case-specific notice, warrants the most serious sanctions this Court can impose under Rule 219(c), including striking all affected certifications, deeming established that no CDWG-specific authorization exists, and entering default.

D. Less Than Twenty-Four Hours After This Motion Was Filed, Defendant Escalated Entity-Mixing From Discovery Into Active Coercion.

This Court previously accepted Plaintiff's *First* Amended Motion to Strike Improper Certifications at 3:50 PM on May 6, 2026. At approximately 9:22 AM Central Time on May 7, 2026, seventeen hours later, LeAnn K. [REDACTED] an employee of CDW, LLC (email: [REDACTED]), transmitted to Plaintiff an "Overpayment Acknowledgement and Repayment Agreement" captioned "CDW, Inc. and Marcellus Long." The transmission was copied to HC C. [REDACTED] ([REDACTED]), also a CDW, LLC employee, and to Luke A. [REDACTED] ([REDACTED]), Plaintiff's manager.

The agreement demanded that Plaintiff, by May 14, 2026, either: (1) consent to a 50% paycheck reduction; (2) consent to a 100% paycheck reduction; or (3) remit personal-check repayment. One hundred percent. Defendant demanded that Plaintiff sign an agreement authorizing Defendant to withhold his entire paycheck or face personal financial liability to an entity he has never worked for.

The agreement itself identified the obligor as "CDW, Inc.," not CDW Government, LLC. Plaintiff has never had an employment relationship with CDW, Inc. CDW, Inc. is not a party to this litigation. CDW, Inc. bears no liability for CDW Government, LLC's compensation practices. Yet Defendant demanded that Plaintiff execute, under deadline pressure and under threat of total paycheck withholding, a binding personal financial obligation to a third-party entity with which he has no contractual or employment relationship.

The agreement embedded at-will employment language, **the exact issue Plaintiff has contested under oath in his November 3, 2025 affidavit and his pending Motion to Correct the Record.** Defendant demanded that Plaintiff sign his name to a litigation admission on a contested issue while simultaneously threatening to withhold 100% of his paycheck if he refused.

The demand was predicated on the retroactive reallocation of negative gross profit from order PQFS169 in March 2026 into January 2026. On January 28, 2026, Mike [REDACTED] Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, sent a company-wide email stating: "Please note that goals have not yet been loaded, so any goal-based bonus plans or goal modifiers will not calculate at this time." January 28, 2026 is the second-to-last day of the January 2026 performance period. Mr. [REDACTED] email confirms that as of that date, goals had not been loaded for January 2026 and goal-based mechanics could not calculate.

Defendant now demands that Plaintiff sign an agreement acknowledging a retroactive reallocation into a performance period during which, by Defendant's own compensation officer's written admission, no goal existed and the mechanism being applied could not calculate. This is not an adjustment. This is post-hoc fabrication. Defendant is manufacturing a liability by retroactively applying a mechanism to a month in which that mechanism, by Defendant's own admission, did not exist.

The May 7 demand occurred less than twenty-four hours after this Court accepted Plaintiff's motion documenting that all three certifying individuals are employees of entities other than CDW Government, LLC. Defendant had actual notice from this Court's docket. Defendant had actual notice from Plaintiff's filings. Defendant responded by escalating. The personnel pattern is identical: non-CDWG employees (K., C.) coercing a CDWG employee (Plaintiff) into signing an agreement with a non-party entity (CDW, Inc.). The entity-mixing pattern is identical: incorrect entity identifications designed to confuse which entity bears liability. The predatory objective is identical: suppress CDWG-specific evidence while shifting liability to entities that bear no exposure.

When a party receives notice that its conduct violates discovery rules and responds by using the same conduct to coerce litigation admissions under threat of total paycheck withholding, that party has forfeited any claim to good faith. This is not inadvertence. This is deliberate, brazen escalation after notice.

VI. MATERIALITY OF DEFICIENT CERTIFICATIONS AND THE INTERESTS OF JUSTICE

The deficiencies in these certifications are not technical. They are substantive. And the clearest proof is the content of the responses B. certified themselves.

Plaintiff filed his First Request for Admission under Illinois Supreme Court Rule 216(c), which requires a responding party to either admit, deny, or state in detail why it cannot admit or

deny each specific factual proposition. That is the complete universe of permissible responses under Illinois law. Defendant's responses, certified by B., contain the following qualifier inserted twelve separate times across the document: "Defendant further states that Plaintiff was an at-will employee at the time and agreed to the terms by remaining employed after he was made subject to such terms of compensation." (RTA Responses, Nos. 1, 2, 8, 9, 13, 14, 15, 16, 17, 21, 23, 24, 25.)

That qualifier is not an admission. It is not a denial. It is not a statement of inability to admit or deny after reasonable inquiry. It is a substantive affirmative defense, inserted into a discovery response in direct derogation of Illinois Supreme Court Rule 216(c). Illinois law permits no such insertion. A party responding to requests for admission under Rule 216(c) may not append legal arguments, affirmative defenses, or narrative commentary to its responses regardless of how strongly it believes those defenses. This is a distinctly Illinois-specific procedural requirement. The certifier of these responses demonstrated no personal knowledge of that requirement and no ability to provide responses that comply with it.

Plaintiff has directly contested the at-will defense in a sworn affidavit filed November 3, 2025. (Pl.'s Aff. Re: At-Will Employment, Ex. 1, filed Nov. 3, 2025.) In that affidavit, Plaintiff stated under penalties of perjury that he has never affirmatively stipulated or confirmed that he was employed in an at-will capacity by CDW Government, LLC. Even setting aside Plaintiff's contested affidavit, at-will employment status under Illinois law does not excuse non-compliant discovery responses. Illinois courts have consistently held that at-will employment does not abrogate the specific statutory obligations imposed by the IWPCA. A fortiori, at-will status

provides no basis for departing from the procedural requirements of Illinois Supreme Court Rule 216(c). The at-will qualifier in these responses is a legal non sequitur: whatever one's employment status, it does not modify how a party must respond to requests for admission under Illinois law.

The pattern of non-compliance does not end with the RTA responses. Defendant has vigorously opposed Plaintiff's Motion for Leave to Serve Supplemental Discovery, fighting to prevent Plaintiff from learning more about the very compensation records that are central to this case. A party that cannot provide compliant responses to basic discovery, that inserts affirmative defenses where Illinois law permits only admissions or denials, and that simultaneously opposes every effort to obtain additional discovery is not engaging in good-faith litigation. It is obstructing. Defendant has had twelve months to demonstrate that CDW Government, LLC maintains proper records, employs the right certifiers, and can respond to discovery as required by Illinois law. The product of twelve months of effort is three non-compliant certifications, twelve improperly appended affirmative defenses, and active opposition to supplemental discovery. That is not litigation. That is obstruction wearing litigation's clothing.

Finally, this Court should consider the nature of this action when evaluating the standards applicable to Defendant's certifications. The claims at issue are fraud claims. Plaintiff was required to plead those claims with heightened particularity under Illinois pleading standards, identifying the specific who, what, when, where, and how of each alleged misrepresentation and omission. This Court itself recognized the gravity of those claims and directed Plaintiff to plead with the precision that serious fraud allegations demand. Plaintiff complied. It would be

incongruous, and contrary to the interests of justice, to impose the highest pleading standard on the party alleging fraud while simultaneously permitting the party defending against fraud to certify its discovery responses through individuals who do not work for the named Defendant, who misidentified their employer in sworn declarations, and who demonstrated no personal knowledge of the Illinois-specific discovery obligations their responses were required to satisfy. The standards that apply to the allegations must apply with equal force to the certifications. A fraud case cannot be built on a foundation of fraudulent certifications.

The point is not merely procedural. When a certifying individual has no personal knowledge of the responding entity's records, there is no basis to conclude that the responses are true. B. ■ certified under 735 ILCS 5/1-109 that the answers CDW Government, LLC produced are, to the best of Defendant's knowledge, 'true and correct.' But B. ■ works for CDW, LLC. She has no personal knowledge of CDW Government, LLC's records, compensation systems, or employment practices. She cannot know whether those answers are true or correct because she has no access to the records that would tell her. When a certifier cannot know whether the answers are true, the certification that they are true is meaningless. Plaintiff cannot rely on those responses as truthful, and this Court cannot treat them as verified. This applies equally to the B. ■ affidavit, which purports to establish the factual foundation for Defendant's at-will defense through onboarding documents. That foundation is certified by an individual employed by CDW, LLC, not CDW Government, LLC, who has no personal knowledge of CDW Government, LLC's onboarding records or employment practices, and who participated in the institutional process being challenged in this litigation. The responses B. ■ certified include material Rule 216 admissions (Request No. 4: 'Admitted') and the twelve

repetitions of the 'agreed by remaining employed' qualifier that form the backbone of Defendant's defense. If those responses were certified by someone with no ability to verify their truth, neither the admissions nor the denials can be relied upon as truthful discovery.

The stakes of this motion extend beyond the certifications themselves. CDW, LLC currently has other commission-related cases pending in Cook County Law Division. When CDW, LLC employees certify discovery on behalf of CDW Government, LLC without disclosing the entity distinction, Defendant continues to litter the court record with documents and certifications from the wrong entity. Anyone who calls the Clerk's office and pulls a complaint, as Plaintiff himself has done in researching this matter, sees CDW, LLC personnel associated with CDW Government, LLC's litigation. The court record should accurately reflect which entity is responsible for what. This Court cannot be placed in the position of having sanctioned entity-mixing that a future fact-finder in any subsequent proceeding could point to as precedent for treating these entities as interchangeable.

More fundamentally, allowing these certifications to stand would allow Defendant to launder its own recordkeeping failures through a different entity's employees. This entire lawsuit exists because CDW Government, LLC failed to maintain the records the IWPCA requires: no written notice of compensation terms, no signed authorization for modifications to commission payout, no CDWG-specific employment agreement. Permitting CDW, LLC's legal department to certify CDW Government, LLC's discovery responses is the functional equivalent of accepting a CDW Direct, LLC onboarding document as authorization for CDW Government, LLC deductions. It is the same error, in a different form, compounding the same underlying failure.

Under 820 ILCS 115/10, the IWPCA places the burden of record-keeping squarely on the employer. When an employer's records are inadequate, the employee's account of what was earned and what was deducted is controlling. Plaintiff has suffered the full consequences of CDW Government, LLC's recordkeeping failures: undisclosed modifications to commission payout, no written authorization, no CDWG-specific employment terms, and now twelve months of litigation attempting to hold the right entity accountable for its own conduct. Allowing CDW to substitute a different entity's employees to certify the absence of records that CDW Government, LLC was legally required to maintain does not cure those failures. It deepens them. Plaintiff has suffered enough from CDW Government, LLC's bad records. This Court should not permit those bad records to be papered over by certifications from individuals who do not work for the entity that failed to keep them.

Permitting CDW, LLC employees to certify CDW Government, LLC's discovery responses would also insert a meritless inconsistency into the doctrinal framework Plaintiff has placed before this Court. Plaintiff submitted *CDW, LLC v. NeTech Corp.* as instructive federal authority for the principle that CDW subsidiaries are distinct legal entities that cannot enforce each other's employment agreements. This Court signed an order indicating that authority would be addressed. It has not yet been. The principle cannot operate selectively. Defendant cannot invoke corporate separateness to block enforcement of the CDW Direct, LLC offer letter against CDW Government, LLC because they are separate entities, while simultaneously allowing CDW, LLC's employees to certify CDW Government, LLC's discovery responses as though they are interchangeable. The corporate separateness principle applies in both directions or it applies

in neither. Allowing this certification practice does not overturn what Judge Barker decided in NeTech, but it would introduce a contradiction into this record that makes resolution of that authority even more urgent. CDW Government, LLC is a separate entity when it benefits CDW, and it must be a separate entity when accountability is at issue.

Plaintiff has suffered actual, demonstrable prejudice from these deficient certifications. The B. [REDACTED] affidavit, certified by an employee of CDW, LLC with no personal knowledge of CDW Government, LLC's records, was submitted as the evidentiary foundation for Defendant's March 17, 2026 Motion to Dismiss. That affidavit is actively being used to try to eliminate Plaintiff's claims in their entirety. The B. [REDACTED] certification underlies Defendant's Rule 216 responses, including the twelve improperly appended 'agreed by remaining employed' qualifiers that Defendant now relies upon as the backbone of its at-will defense. This Court made an unqualified finding that Plaintiff is an at-will employee at the preliminary injunction stage on a record built with documents certified by individuals who do not work for CDW Government, LLC and who have no personal knowledge of its records. Plaintiff has spent twelve months litigating against responses he cannot verify as truthful, affidavits submitted by individuals who have no legal authority to speak for the named Defendant, and a PI ruling that relied on that same deficient record. The prejudice is not speculative. It is embedded in every ruling and every filing that has relied on these certifications.

Plaintiff respectfully submits that the relief requested herein is necessary to ensure a fair trial and truthful discovery in this action. A party is entitled to rely on the integrity of the discovery record. Where, as here, the certifying individuals do not work for the named Defendant, do not possess personal knowledge of the named Defendant's records as a matter of corporate law, and in at least one instance made a materially false statement about their own

employer in a sworn declaration, the discovery record cannot be trusted. Allowing these certifications to stand would mean that CDW Government, LLC, the entity whose conduct is on trial, has never been held to account for its own responses. The record would reflect positions certified by individuals who answer to a different employer, work in a different state, and have no authority to speak for the named Defendant. No pro se plaintiff, and no represented party, should be required to litigate against a discovery record built on that foundation. The integrity of these proceedings requires that Defendant produce certifications from individuals who actually work for CDW Government, LLC, with actual personal knowledge of CDW Government, LLC's records. Anything less denies Plaintiff the fair trial and truthful discovery to which he is entitled under Illinois law.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter an order:

1. Striking the Declaration of **Kimberly B.** (dated October 1, 2025), the Affidavit of **Elizabeth H.** (dated September 10, 2025, and resubmitted March 17, 2026), and the Affidavit of **Dianne B.** (dated March 17, 2026) as non-compliant with 735 ILCS 5/1-109;
2. Deeming Defendant's Responses to Plaintiff's First Request for Admission unverified, and deeming admitted all matters contained in Plaintiff's First Request for Admission pursuant to Illinois Supreme Court Rule 216(c);

3. Deeming established under Rule 219(c) that no signed CDW Government, LLC authorization exists for the Goal Modifier deductions from commission payouts;

4. In the alternative, entering default judgment against Defendant under Rule 219(c) based on Defendant's willful, systematic, and continuing pattern of: (a) submitting discovery certifications from non-CDWG employees after repeated notice; (b) escalating entity-mixing from discovery into active coercion by transmitting the May 7, 2026 demand using non-CDWG employees and incorrect entity identifications hours after this motion was filed; and (c) refusing to produce a single CDWG-employed certifier or a single CDWG-specific authorization document despite one year of litigation;

5. Barring Defendant from submitting any future sworn declaration, affidavit, or certification from any individual not employed by CDW Government, LLC;

6. Awarding Plaintiff costs and sanctions pursuant to Rule 219(c); and

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

Respectfully submitted,

/s/ Mr. Marcellus Long, MBA

Pro Se Plaintiff

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Chicago, IL, 60611

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(312) 469-0683

RULE 201(k) CERTIFICATION

Plaintiff certifies that on September 4-5, 2025, he conferred in good faith with Defendant's counsel regarding the entity mismatch at the center of this motion. Plaintiff specifically identified that Defendant had submitted documents from CDW Direct, LLC, a separate legal entity, in response to a court order directed at CDW Government, LLC. Plaintiff specified in writing that the scope of the required response was whether CDW Government, LLC possesses any writing signed by Marcellus Long authorizing modifications to commission payout via any Goal-Modifier mechanism. Defendant refused to confirm that scope and refused to confirm that its affidavit would address the CDWG-specific entity. Defendant's counsel instead indicated it would provide an affidavit under Rule 214(c) without confirming scope or timing, then discouraged Plaintiff from seeking Court relief. That September 4-5, 2025 exchange constitutes Plaintiff's Rule 201(k) conference on the entity mismatch and certification deficiency issues raised in this motion. Plaintiff further certifies that the specific deficiency regarding each certifier's employer of record, as confirmed by CDW's own internal corporate directory, was not susceptible to resolution through meet-and-confer because it requires a Court order compelling Defendant to produce certifications from individuals who actually work for CDW Government, LLC.

/s/ Mr. Marcellus Long, MBA

Dated: May 12, 2026

CERTIFICATE OF SERVICE

The undersigned certifies that on or around May 12, 2026, a true and correct copy of the foregoing was served via email pursuant to Supreme Court Rule 11 upon counsel of record for Defendant at their designated service addresses.

/s/ Mr. Marcellus Long, MBA

EXHIBITS FOLLOW AND ATTACHED

EXHIBIT A

INTERNAL CONTACT CARD FOR KIMBERLY B.

Company: CDW, LLC | Work Location: Sirius - San Antonio - Texas | Email: [REDACTED]

The screenshot shows a Microsoft Teams contact card for Kimberly B. The card includes a profile picture, name, and title: "Sr. Business Partner • CWS - Business Partner Org". Below the name are icons for "Call", "Message", and "Share". A navigation bar at the bottom of the card has tabs for "Overview", "Contact", "Organization", "Files", "Messages", and "LinkedIn". The "Contact" tab is active, displaying a status bar with "Away • Free on 8/11" and "Work hours: 8:00 AM - 5:00 PM". Below the status bar, the "Contact information" section is organized into three columns: "Email" (redacted), "Work phone" (redacted), and "Job title" (Sr. Business Partner); "Chat" (redacted), "Work location" (Sirius - San Antonio - TX), and "Department" (CWS - Business Partner Org); and "Mobile" (redacted), "Company" (CDW, LLC), and "Business address" (San Antonio). An "Add to contacts" button is located at the bottom of the contact information section.

Source: CDW Corporate Directory (Microsoft Teams internal profile)

EXHIBIT B

INTERNAL CONTACT CARD FOR LIZ H.

Company: CDW, LLC | Work Location: Vernon Hills / 200 - IL | Email: [REDACTED]

The screenshot shows a Microsoft Teams contact card for Liz H. The card includes a profile picture with the initials 'LH', a 'Call' button, and navigation tabs for Overview, Contact, Organization, Files, Messages, and LinkedIn. The 'Contact' tab is active, displaying status information (Offline - Free all day, Work hours: 8:00 AM - 5:00 PM, Last seen: 3:37 PM) and contact details. The contact information is organized into three columns: Email, Chat, and Mobile; Work phone, Work location (Vernon Hills / 200 - IL), and Company (CDW, LLC); and Job title (Sr Mgr Litigation & IP Support), Department (LEG - Legal Department), and Business address (Vernon Hills). An 'Add to contacts' button is located below the contact information. A section titled 'Skills this person might have' lists various skills such as Corporate Portfolio Management, Insurance Litigation, Contract Drafting, Rights Management, Asset Protection, Document Lifecycle Management, Request Management, Compliance Training, Report Preparation, Technology Transfer, Lease Documentation, Data Retention, Electronic Filing, Political Risk Analysis, Business Integration, Clear Communications, Garnishments, L&D Strategy, File Review, Settlement, Due Diligence, Corporate Communications, and Deal Execution. A disclaimer at the bottom states 'AI-generated content may be incorrect.'

Source: CDW Corporate Directory (Microsoft Teams internal profile)

EXHIBIT C

INTERNAL CONTACT CARD FOR DIANNE B.

Company: CDW, LLC | Work Location: Virtual - Wisconsin | Email: [REDACTED]

Dianne B.
Compliance Mgr • LEG - Legal Department

Call [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Overview **Contact** Organization Files Messages LinkedIn

Away • Free all day
Work hours: 12:00 AM - 5:00 PM
3:39 PM - Same time zone as you

Contact information

Email	Chat	Mobile
[REDACTED]	[REDACTED]	[REDACTED]
Work phone	Work location	Company
[REDACTED]	Virtual - Wisconsin	CDW, LLC
Job title	Department	Business address
Compliance Mgr	LEG - Legal Department	Virtual

[Add to contacts](#)

Skills this person might have
These haven't been confirmed but are skills this person might have.

- Compliance Management
- Code of Conduct
- Compliance Program Management
- Compliance Reporting
- Compliance Training
- Feedback Management
- Financial Oversight
- Training Program Design
- Cross-functional Team Leadership
- Conflict Management
- Compliance Research
- Professional Responsibility
- Corporate Communications
- Audit Committee
- Supplier Evaluation
- Incident Reporting
- Incident Management
- Data Privacy
- Risk Assessment
- Case Management
- Case Analysis
- Bias Training
- Workday Integration

AI-generated content may be incorrect.

Source: CDW Corporate Directory (Microsoft Teams internal profile)

EXHIBIT D

INTERNAL CONTACT CARD FOR MARCELLUS LONG (CONTROL EXHIBIT)

Company: CDW Government, LLC | Work Location: Chicago / Adams - IL | Email:



Marc Long
He/Him/His Account Manager SCC... • Sls_Gov_Gov_Sales Contact Center_S...

Update your profile

Overview **Contact** Organization Files Messages LinkedIn

Available • Free all day
Work hours: 12:00 AM - 5:00 PM
3:44 PM - Your local time

Contact information

Email	Chat	Work phone
Chicago / Adams - IL	CDW Government, LLC	Account Manager SCC G-Team
Sls_Gov_Gov_Sales Contact Ce...	Birthday April 24	Business address Chicago

Add to contacts

Skills you might have

Skills you've confirmed are marked with ✓. Skills without this icon have been added for you. Update your profile to curate your skills, view skill sources, and review who can see them. [Update your skills](#)

- Client Relationship Strengthening
- Sales Pipeline Management
- Renewals
- Salesforce.com
- Follow-Up Sales Activity
- RMA
- Quote Preparation
- Customer Escalation Management
- Vendor Relations
- Order Processing
- Software Licensing Management
- Invoicing
- Order Tracking
- Account Management
- Marketing Event Planning
- Salesforce Analytics
- Meeting Scheduling
- Document Management
- SAP Configuration
- Sales & Use Tax Compliance
- Bundling
- Digital Communication
- Vendor Negotiation

AI-generated content may be incorrect.

Source: CDW Corporate Directory (Microsoft Teams internal profile)