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Mariyana T. Spyropoulos
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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
Hearing: February 17th 9:00 AM
Trial Date: Unassigned

**PLAINTIFF’S OPPOSITION TO DEFENDANT’S MOTION TO STRIKE THE
OPERATIVE COMPLAINT**

I. INTRODUCTION

Plaintiff opposes Defendant’s Motion to Strike the operative First Amended Complaint. The Motion seeks extraordinary relief based on a brief delay following a legal court holiday while Plaintiff was recovering from documented illness (Ex. C). Defendant inflates Plaintiff’s alleged lateness by disregarding the Circuit Court of Cook County’s legal holiday order, which extends filing deadlines to the court’s next business day when the due date falls on a legal court holiday (Ex. A). **Plaintiff’s re-file was NOT 5 days late.** Defendant simultaneously presents this Court with an improper ultimatum: strike the complaint or grant Defendant 21 days to respond, a deadline Defendant never had to begin with.

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This Motion is unnecessary, procedurally improper, and seeks to continuously penalize Plaintiff for circumstances beyond his control while Defendant itself filed responses days late without consequence. Defendant's characterization of this pleading as a "Third Amended Complaint" misrepresents the procedural history, as the First Amended Complaint was stricken by this Court's order, making the current filing the re-plead First Amended Complaint. The Defendant's unilateral and inaccurate designation of the current pleading as the "Third Amended Complaint" is a profound procedural impropriety that is utterly unsupported by the record. This cavalier attempt to manufacture a false procedural history usurps this Court's exclusive authority to manage its docket and demonstrates a patent failure by opposing counsel to treat this material matter with the reasonable diligence and seriousness required of their professional obligations. By mischaracterizing the operative pleading, Defendant trivializes the claims and seeks to obfuscate the record, thereby minimizing the gravity of Plaintiff's allegations and undermining the efficient administration of justice.

Plaintiff filed a Motion to Continue on January 29, 2026, the same day Defendant filed this Motion. Striking the operative complaint and resetting litigation timelines is counterproductive, disrespects this Court's case management authority, and represents an extreme remedy unsupported by the facts.

On February 2, 2026, this Court entered an Agreed Order continuing all pending matters, including Defendant's Motion to Strike, to February 17, 2026, striking the original February 5, 2026 presentment date. The Court's order further required courtesy copies by February 11, 2026 and set the consolidated hearing for 9:00 AM on February 17, 2026. This Opposition is timely filed in advance of that hearing.

II. PROCEDURAL BACKGROUND

A. The Court's Orders: Denial of Dismissal and Case Management

Defendant's Motion relies on a mischaracterization of the procedural history. On October 2, 2025, this Court granted Plaintiff leave to file a First Amended Complaint and requested greater detail regarding the claims. Plaintiff complied and timely filed the First Amended Complaint on October 31, 2025.

At the subsequent hearing on December 2, 2025, the same hearing where Defendant misrepresented the filing date of its own motion, this Court DENIED Defendant's Motion to Dismiss. During this hearing, Plaintiff indicated a desire to further refine certain allegations. From a case management perspective, the Court struck the October 31 filing solely to offer Plaintiff more time to adjust the pleading, explicitly instructing Plaintiff to "make your complaint even better." This was not a finding of legal insufficiency, but a procedural mechanism to facilitate a more comprehensive pleading.

The procedural history is therefore: (1) Original Complaint (June 2025); (2) First Amended Complaint (October 31, 2025) – struck by Court order for case management; (3) Re-filed First Amended Complaint (January 21, 2026). The current filing is properly designated as the First Amended Complaint. Defendant's "Third Amended Complaint" label inflates the history and misrepresents the record.

Defendant's repeated designation of the operative pleading as a "Third Amended Complaint" is without basis in the record and should be disregarded by the Court. The procedural history demonstrates: (i) the Original Complaint was filed June 10, 2025; (ii) the First Amended Complaint was filed October 31, 2025, and subsequently stricken by this Court's order with leave

to re-plead; and (iii) the re-filed First Amended Complaint was filed January 21, 2026 pursuant to this Court's January 5, 2026 order. Because the October 31, 2025 First Amended Complaint was stricken, it never became the operative pleading. The January 21, 2026 filing is therefore the First Amended Complaint. Defendant's mischaracterization usurps this Court's exclusive authority to manage the docket and manufactures a false procedural narrative suggesting serial pleading deficiencies where none exist. (See Court's December 2, 2025 Order; Court's January 5, 2026 Order; Docket entries for 2025L007458.)

B. Plaintiff's Documented Medical Crisis and Concurrent Litigation Burden

Shortly following the December 2 hearing, and in the midst of complying with the Court's directives to refine the complaint, Plaintiff fell ill with a severe **viral syndrome**. This medical crisis is the primary reason the timeline for the re-filing became disrupted. Plaintiff initially sought medical care on December 12, 2025 (10 days post-hearing). The condition worsened, requiring a follow-up medical appointment on December 16, 2025, where Plaintiff was prescribed steroids due to severe respiratory symptoms (**Ex. C**). The symptoms of this **viral syndrome** persisted for up to eight weeks; Plaintiff required further in-office examination for breathing issues as late as January 16, 2026 (**Ex. C**).

During this medical crisis, Plaintiff, who proceeds pro se without paralegal support and works full-time for Defendant every business day, was simultaneously burdened with responding to Defendant's oppositions regarding supplemental discovery, the motion to modify the record, and the jury demand.

C. Plaintiff's Prior Notice to Court and the Agreed Order

Plaintiff acted in good faith to apprise the Court of these circumstances before deadlines passed. On January 2, 2026, Plaintiff filed Motion ATJ 2203.6 and explicitly notified Chambers via email of his illness and the need for time to review material HR communications. Plaintiff wrote:

“Plaintiff has also been ill with the flu... The First Amended Complaint is substantially in progress, and the request is made in good faith to ensure accuracy and completeness.”

Chambers subsequently instructed the parties to submit an Agreed Order, which established the January timeline now in question. Thus, the Court and Defendant were effectively put on notice of Plaintiff’s medical condition as early as January 2, 2026. For Defendant to now file a Motion to Strike acting as though they were unaware of these circumstances is disingenuous and suggests a strategy of feigned ignorance to secure a procedural advantage. The illness causing the brief delay in late January was not a sudden excuse, but a documented, ongoing condition of which the Court and Defendant were previously aware.

D. Deadline Computation and Good Cause for Brief Delay

The Court’s January 5, 2026 Agreed Order directed Plaintiff to refile within fourteen (14) days. Fourteen days from January 5 is January 19, 2026, which was Dr. Martin Luther King Jr. Day, a legal court holiday observed by the Circuit Court of Cook County (Ex. A). Under the Chief Judge’s legal holiday order, all deadlines for filing motions and pleadings shall be extended to the court’s next business day when the due date falls on a legal court holiday (Ex. A). The first business day after the holiday was January 20, 2026 (Tuesday) (Ex. A). As noted above, Plaintiff was still undergoing medical care for respiratory issues during this specific week (Jan 16-22). Despite this,

Plaintiff filed the completed First Amended Complaint on January 21, 2026, just one business day after the holiday deadline (Ex. B). This brief delay constitutes good cause and does not warrant the extraordinary remedy of striking the operative complaint.

Even under the most conservative interpretation of the January 5, 2026 Order, construing the deadline as January 16, 2026 rather than fourteen days from the order's entry, Plaintiff had a documented in-office medical appointment for respiratory examination on that very date, January 16, 2026 (Ex. C). The delay between January 16 and January 21, 2026 remains attributable to the same documented **viral syndrome** that had been ongoing since December 12, 2025, of which this Court and Defendant were aware. Under Illinois Supreme Court Rule 183, the Court retains broad discretion to permit late filings for good cause, and documented medical incapacity during the deadline period constitutes good cause under any reasonable standard.

E. Notice of Errata as Clerical, Non-Substantive

On January 26, 2026, Plaintiff filed a Notice of Errata correcting three inadvertent clerical errors: (1) a statutory citation from 820 ILCS 115/2 to 820 ILCS 115/10; (2) a description of the notice period from “seven calendar days” to “prior to the time of change”; and (3) one administrative code citation reference. These corrections did not add new factual allegations, new claims, new parties, or new relief. The underlying allegation remained identical: Defendant failed to provide any advance written notice of the Goal Modifier, LOS reset, or commission calculation changes before implementing them. Whether the statutory standard is described as “seven calendar days” or “prior to the time of change,” Defendant provided no advance notice whatsoever, making the correction immaterial to liability. The Court's judicial law clerk, Attorney Kirsten Brueggenmann, received the Notice of Errata and acknowledged receipt (Ex. D). A Notice of

Errata correcting scrivener's errors does not constitute an amended complaint requiring leave under 735 ILCS 5/2-616, and it did not restart Defendant's time to plead.

F. Defendant's Non-Responsiveness

The operative First Amended Complaint was filed on January 21, 2026 (**Ex. B**). Under the Court's January 5, 2026 order, Defendant had fourteen (14) days to respond. Under the most conservative calculation, Defendant's response deadline was February 4-5, 2026.

As of February 9, 2026, Defendant has filed:

(1) A Motion to Strike (January 29, 2026) that attacks the procedural timeline, not the substance of the FAC.

Defendant has NOT filed: an Answer, a Motion to Dismiss directed at the operative FAC, or any other responsive pleading.

A motion to strike does not constitute a responsive pleading under Illinois law.

G. Pattern of Dilatory Conduct

July 23, 2025: Answer relying on internal policies, not a binding written agreement.

August 14, 2025: Voluminous PI Opposition with off-topic performance attacks, requiring Plaintiff's motion to strike surplusage.

December 1, 2025: MTD filed 3 days late with misrepresentation to the Court about the deadline.

January 2, 2026: Two oppositions filed, continuing to avoid engagement with the merits.

January 29, 2026: Motion to Strike filed instead of responsive pleading.

February 4-5, 2026: Response deadline passes with no answer or MTD filed.

III. ARGUMENT

A. Defendant Presents an Improper Ultimatum to the Court

Defendant's Motion presents this Court with an ultimatum: either grant Defendant 21 days to respond or strike both versions of Plaintiff's complaint. This is improper advocacy.

The proper practice is to respectfully request relief and allow the Court to determine appropriate remedies in its case management discretion. Attorneys do not present courts with ultimatums demanding "either give us what we want or impose maximum sanctions on our opponent."

This is especially inappropriate given that this Court is actively managing this case. This Court set the January 5 deadline. This Court granted Plaintiff leave to re-plead after striking the First Amended Complaint. This Court is overseeing the case schedule and discovery disputes. For Defendant to present an ultimatum, "strike the complaints or give us 21 days," disrespects this Court's case management authority and attempts to dictate terms rather than seeking guidance.

B. Lack of Conferral / Overbroad Remedy Request

Defendant filed this Motion to Strike without conferring with Plaintiff before filing. On the same day Defendant filed this Motion (January 29, 2026), Plaintiff independently filed a Motion to Continue explaining the circumstances of the brief delay. Had Defendant contacted Plaintiff, this Motion could have been avoided entirely. The parties could have stipulated to extend Defendant's response deadline without Court intervention. Defendant's choice to bypass conferral and seek the maximum available remedy, striking the entire operative complaint, rather than a

proportionate resolution reveals an adversarial posture inconsistent with the obligation to efficiently manage litigation. The requested remedy is overbroad: striking the operative complaint and requiring Plaintiff to replead would reset the case procedurally, waste judicial resources, and delay resolution of serious allegations of harm, all over a one-business-day delay during a federal holiday week while Plaintiff was sick.

C. A Motion for Leave Is Not Required for Clerical Corrections

Defendant argues the Notice of Errata requires leave to amend. This overstates what occurred. Plaintiff's Notice of Errata corrected non-substantive clerical items and did not add new factual allegations, new claims, new parties, or new relief. To the extent any corrective filing is treated as an amendment, Section 2-616 permits amendments on just and reasonable terms, and Defendant identifies no prejudice from these non-substantive corrections. Defendant instead moves to strike the entire operative complaint, which is an overinclusive request for relief that bears no reasonable relationship to the issue raised. The Court can confirm the absence of any substantive change by reviewing the before-and-after comparison in Exhibit K.

D. Defendant's Double Standard / Late Filing History

Defendant relies on the axiom that pro se litigants must comply with the same rules of procedure as legal counsel. Plaintiff does not seek exemption from the rules; Plaintiff seeks the application of the *entire* body of rules, including those that allow for equitable tolling and extensions due to documented medical incapacity. The "same rules" do not require the Court to impose fatal sanctions on a litigant for being sick during a federal holiday week. If a partner at Defendant's firm had been stricken with the same **viral syndrome** and filed one day late, professional courtesy and judicial discretion would undoubtedly excuse the delay. To hold a pro

se Plaintiff to a *higher* standard of physical infallibility than a staffed law firm is not applying the “same rules,” it is applying a punitive double standard.

Defendant demands strict compliance with filing deadlines from Plaintiff while its own compliance record demonstrates repeated delays and, critically, a misrepresentation to this Court about one such delay. Plaintiff filed the First Amended Complaint on October 31, 2025. Defendant’s response was due within 28 days: November 28, 2025. November 28, 2025 was a Friday, a regular business day (Ex. E). Defendant filed its Motion to Dismiss on December 1, 2025 (Monday), three days late (Ex. F). When this Court inquired about the late filing at the December 2, 2025 hearing, Defendant’s counsel represented that the deadline fell on a weekend. This representation was factually inaccurate. Moreover, Defendant provided the courtesy copy the day of the December 2 hearing after the case was called, requiring this Court to delay proceedings to read the late-filed motion. This caused disruption to the Court’s schedule and the case had to be called back at the end while the Court reviewed Defendant’s late submission. Despite this procedural violation and misrepresentation, Plaintiff did not move to strike Defendant’s late motion, did not seek default judgment, and did not request sanctions. Plaintiff proceeded in good faith. Defendant now seeks the extraordinary remedy of striking Plaintiff’s operative complaint for a comparable one-business-day delay, one caused by a federal holiday and documented illness. These double standard warrants denial of Defendant’s Motion.

The inequity of Defendant’s position is magnified by the vast disparity in litigation resources. Defendant is represented by a team comprising at least three attorneys and two paralegals, backed by CDW Government’s sophisticated internal legal department and litigation office. In stark contrast, Plaintiff is a pro se frontline employee who must research, draft, and file pleadings unilaterally while maintaining full-time employment with Defendant. When a member

of Defendant's legal team falls ill, coverage is available; Plaintiff enjoys no such redundancy. Given this armada of legal support, Defendant's failure to meet its own November 28, 2025 deadline, and its failure to timely respond to the operative complaint, cannot be excused, nor can its aggressive attempt to capitalize on a pro se litigant's documented medical misfortune be countenanced.

E. Defendant's Failure to Plead and Default-Relevant Facts

On January 5, 2026, this Court entered an order directing Plaintiff to refile the First Amended Complaint within 14 days and directing Defendant to respond within 14 days thereafter. Plaintiff filed the operative First Amended Complaint on January 21, 2026 (**Ex. B**). Under the Court's order, Defendant's response was due no later than February 5, 2026. On January 29, 2026, Defendant filed a Motion to Strike the operative complaint, seeking to characterize Plaintiff's filing as untimely and demanding either that the complaint be stricken or that Defendant receive 21 additional days to respond. Defendant did not file an Answer, a Motion to Dismiss directed at the substance of the operative First Amended Complaint, or any other responsive pleading. Defendant did not seek or obtain a court order extending its time to plead. As of the date of this filing, Defendant's responsive pleading obligation remains due and unmet.

A motion to strike does not, by itself, operate as a responsive pleading to the operative complaint. Defendant's own Motion asks this Court for an extension of time, confirming that no extension exists as of right. Absent a court-ordered extension, Defendant remains obligated to file an answer or other appropriate responsive pleading within the time this Court directs.

On February 2, 2026, this Court entered an Agreed Order continuing the matter to February 17, 2026 and striking the original February 5, 2026 presentment date. That order did not extend

Defendant's time to file a responsive pleading, did not stay Defendant's answer deadline, and did not excuse Defendant's existing non-compliance. The order addressed scheduling only. Defendant's pleading obligation, already past due, remains unsatisfied.

F. Dilatory Pattern and Bad Faith Indicators

Defendant's failure to timely plead is consistent with a pattern of dilatory conduct and procedural maneuvering designed to avoid engagement with the merits of Plaintiff's claims. Defendant filed its initial Motion to Dismiss three days late on December 1, 2025, after the November 28, 2025 deadline (a Friday) (**Ex. E, F**), and then misrepresented to this Court at the December 2, 2025 hearing that the deadline had fallen on a weekend. Defendant's PI Opposition, filed August 14, 2025, introduced a manufactured "inferior performance" narrative (Def. PI Opp., p. 4: "Perhaps one reason for his inferior performance was Plaintiff's decision to work almost exclusively from home") that is contradicted by Plaintiff's own commission records showing 184% revenue attainment and 245% GP attainment. This pejorative label appears nowhere in Defendant's earlier IDOL Answer (**Ex. H**), confirming it was put on for court proceedings. Defendant's Responses to Requests to Admit reveal additional bad faith: Defendant admits other employees complained about the same Goal Modifier system (RTA No. 4: "Admitted"), yet maintains the position that the system was lawful and properly applied. Defendant's manager admitted to Plaintiff words to the effect of "You are not alone..." (RTA No. 15: Admitted), corroborating a systemic practice that Defendant has persistently attempted to minimize.

Additionally, Defendant's discovery responses reveal that "[There] is no written charter, policy, or directive that creates 'The Commish,' defines its scope of authority, or authorizes it to

make decisions affecting an employee's compensation." (Defendant's Responses to Requests to Admit Nos. 10-11.)

G. Defendant's Own Admissions Confirm the Merits

Defendant's procedural maneuvering is best understood against what its own filings have already conceded. Far from being a deficient pleading warranting the extraordinary remedy of striking, the operative First Amended Complaint is directly corroborated by admissions Defendant has placed into the record with its own hand.

Nondisclosure Admitted. Defendant's EthicsPoint Case Close Review, provided to Plaintiff in a June 30, 2025 IDOL related mailing, and attached to its own PI Opposition as Exhibit 14, states:

his leaders could have taken extra time to ensure that the reporter understood thoroughly the difference between his old plan and the plan he transferred into.

and separately:

There was no evidence of additional information shared or time spent to help Marcellus understand the difference between SCC comp plans and Federal Comp plan specifically.

(Case Close Review, Case #10129, Synopsis and Finding No. 5 (**Ex. I**.) These are Defendant's own investigative conclusions, reviewed and approved by Defendant's Legal department and Senior Leadership. Under the IWPCA (820 ILCS 115/10), the employer bears the obligation to provide written notice of compensation terms at hiring and before changes. Defendant's own internal review documents the failure to fulfill that obligation. The First

Amended Complaint at ¶¶125 pleads this admission verbatim. Striking the complaint would erase a claim that Defendant's own records substantiate.

Deduction Admitted. In the IDOL administrative process, Defendant characterized the Goal Modifier as producing "reduced commission payments due to goal modifier deductions." (IDOL Employer's Answer, Wage Claim 24-0004707, p. 1 (**Ex. H**.) The word "deductions" is Defendant's own, chosen by counsel in an adversarial proceeding, and constitutes a party admission under Ill. R. Evid. 801(d)(2). The FAC at ¶¶147-148 alleges precisely this: unauthorized deductions without express written consent. Defendant's subsequent repositioning of the Goal Modifier as a pre-earning "calculation" (MTD, p. 13) does not undo the earlier admission; it merely creates a credibility question the trier of fact must resolve.

Systemic Knowledge Admitted. When asked under oath whether other employees had complained about the Goal Modifier within the prior five to ten years, Defendant answered: "Admitted." (Defendant's Responses to First Requests to Admit, No. 4.) Defendant further admitted that Plaintiff's manager told him: "You are not alone, it is company policy." (RTA No. 15.) These sworn admissions establish that Defendant's HR, Legal, and Sales Leadership had institutional awareness that the Goal Modifier generated employee objections, yet continued the practice without written disclosure or consent. The FAC at ¶126 pleads this. Striking the complaint would eliminate claims that Defendant has already admitted are factually supported.

Transfer Denial Admitted. At IDOL, Defendant admitted: "CDWG also admits that Claimant requested that he be moved to a new sales team that does not have a goal modifier as part of the compensation plan and that CDWG declined this request." (IDOL Employer's Answer, p. 2 (**Ex. H**.) This admission simultaneously supports the retaliation count (adverse action after protected

activity) and undermines Defendant's "voluntary employment" defense. You cannot claim employment was voluntary while actively blocking the employee's attempt to leave.

In sum, the operative complaint does not rest on bare allegations. It rests on Defendant's own admissions. The Motion to Strike is therefore an attempt to suppress a pleading that Defendant's own filings substantiate.

H. Defendant's Attempt to Proffer CDW Direct LLC Documents Remains Improper

Defendant's Motion to Strike and its underlying MTD both depend on the CDW Direct LLC offer letter to establish at-will status and compensation terms (**Ex. J**). Yet this case is brought against CDW Government LLC. In *CDW LLC v. NeTech Corp.*, 2013 WL 1703518 (S.D. Ind. Apr. 18, 2013), the federal court held that CDW's own subsidiaries are legally distinct entities that cannot enforce each other's contractual provisions.

When the entity mismatch is removed, Defendant has produced no CDWG-specific offer letter, no CDWG-specific signed compensation agreement, and no CDWG-specific written authorization for deductions. This is not a pleading deficiency. This is Defendant's evidentiary reality, and Defendant's MTD effectively conceded as much by calling the absence of a CDWG offer letter "a red herring" (MTD, p. 14) rather than producing one.

On February 6, 2026, Plaintiff filed a Motion in Limine to Exclude Documents and Evidence Relating to CDW Direct, LLC, supported by the same federal precedent and corporate separateness principles. This Court has not yet ruled on that Motion, and any resolution of Defendant's Motion to Strike should be informed by the entity mismatch that Defendant's own filings confirm.

I. The ‘Agreed by Remaining Employed’ Defense Proves the Fraud

Defendant’s most frequently repeated defense, appended to twelve separate RTA responses, is 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.” (See RTA Nos. 8, 9, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25.) This boilerplate, far from defeating the fraud counts, actually proves them.

The “agreed by remaining employed” theory presupposes that the employee knew what the “terms” were. One cannot “agree” to terms one has never been told. The Case Close Review confirms Plaintiff was not told: “No evidence of additional information shared or time spent.” (Finding No. 5 (**Ex. I**.) Defendant’s own investigator documented that “Marcellus lacked clarity about how account manager’s compensation works particularly related to how goal modifiers impact them.” (Investigative Findings.)

So the argument reduces to this: Plaintiff “agreed” to the Goal Modifier by continuing to work, even though Defendant’s own investigation confirmed he did not understand the Goal Modifier and no one took the time to explain it. This is the constructive fraud. The employer withheld material information, treated the employee’s continued presence as consent, and then, when the employee complained, closed the case as “unsubstantiated” and took “No action.”

The IWPCA exists to prevent exactly this outcome. Under 820 ILCS 115/10, written notice must precede the change. Under §115/9, deductions require express written consent. Continued employment, standing alone, satisfies neither. By repeating the “agreed by remaining employed” boilerplate twelve times, Defendant has documented that its institutional legal position depends on

treating silence as consent to undisclosed terms. That position is the constructive fraud alleged in Count I.

J. Constructive Fraud Confirmed by Defendant's Internal Review

Count I (Constructive Fraud) requires: (1) a statutory duty to disclose, (2) superior knowledge, (3) breach through omission, (4) reasonable reliance, and (5) damages. Defendant's Case Close Review (**Ex. I**) alone satisfies the first four elements with Defendant's own words:

Duty and Breach: "No evidence of additional information shared or time spent to help Marcellus understand the difference between SCC comp plans and Federal Comp plan specifically." (Finding No. 5.) The IWPCA imposes this disclosure duty; Finding No. 5 documents its breach.

Superior Knowledge: Defendant possessed superior, internal knowledge of the commission mechanics and compensation plan operation, while Plaintiff lacked access to the operative details needed to evaluate whether his commission outcomes were accurate. Defendant's investigator expressly documented that Plaintiff's complaints "did not seem to track with what we know about our plans," confirming that Defendant held a baseline of plan knowledge that Plaintiff did not possess and could not independently verify.

Reasonable Reliance: "Marcellus lacked clarity about how account manager's compensation works particularly related to how goal modifiers impact them." (Investigative Findings, first paragraph.) If Defendant's own investigator documented that Plaintiff did not understand the Goal Modifier, Plaintiff's reliance on what was communicated was objectively reasonable. Defendant cannot simultaneously argue Plaintiff should have known while its own

internal investigation documented that he did not and could not have known without additional disclosure that Defendant acknowledges was never provided.

These are not Plaintiff's characterizations. They are Defendant's own investigative findings, reviewed by Legal and Senior Leadership, produced in Defendant's own exhibits. Striking the complaint would prevent the trier of fact from weighing Defendant's admissions against its denials.

K. Fraudulent Concealment Confirmed by the 'Benefit' Repositioning

Count II (Fraudulent Concealment) requires active suppression of a material fact. The record shows a deliberate two-step repositioning strategy:

Step One: Manager Yemi O. [REDACTED] admitted in writing via MS Teams that he would refund the "amount that was *deducted* from you last week," explicitly characterizing the mechanism as a deduction (**Ex. G**). At IDOL, Defendant's counsel used the same word: "deductions." (IDOL Answer, p. 1 (**Ex. H**.)

Step Two: In the Case Close Review, Defendant reversed course: "The goal modifier aspect is designed to increase commissions." (Finding No. 6 (**Ex. I**.) HR Investigator James E. [REDACTED] subsequently told Plaintiff the Goal Modifier was a corporate "benefit" because Defendant "rounds up" from 76% to 80%. When in reality, Defendant's benefit narrative is another half-truth. All of plaintiff commissions show deductions, even when he exceeded monthly attainment by over 180% (FAC ¶136.)

This two-step pattern, first candidly acknowledging the deduction, then recharacterizing it as a benefit, is an aspect of the concealment. The "benefit" narrative was designed to induce a false

impression that the Goal Modifier helped employees. In reality, Plaintiff's W-2 wages dropped from \$85,922 to \$49,010. The attempt to rebrand a \$36,000 annual wage reduction as a corporate favor is itself the fraudulent concealment the FAC alleges. Defendant was telling Plaintiff that because the company rounded up and was paying Plaintiff 80% of his earned commissions rather than 76%. The operative complaint pleads this at ¶¶134-137. Striking it would suppress the only vehicle through which these admissions can be tested before a jury.

L. Merits-Based Admissions Supporting Prove-Up

Should default be entered, Plaintiff's claims are supported by Defendant's own admissions in prior filings, sufficient for prove-up. Defendant characterized the Goal Modifier as "deductions" in its IDOL Employer's Answer (Wage Claim 24-0004707, p. 1 (**Ex. H**): "reduced commission payments due to goal modifier deductions"), establishing the post-earning character of the mechanism. Defendant admitted it did not request Plaintiff to sign the Estimator (RTA No. 1) and objected that it was "under no obligation to get Plaintiff's written authorization" for Goal Modifier reductions (RTA No. 2), in direct contravention of 820 ILCS 115/9. Defendant acknowledged the specific IDOL Wage Claim amount of \$4,022.96 (Def. PI Opp., p. 6) and admitted it refused Plaintiff's request to transfer to a team without the Goal Modifier (IDOL Answer, p. 2 (**Ex. H**): "CDWG declined this request"). These admissions establish identifiable, segregable funds. Defendant's own compensation records label the pre-reduction amount as "COMMISSION PAYOUT" and show the Goal Modifier as a separate negative line item. Combined with CDW Federal Sales Manager Duke K.?'s admission that money was "lost" to the Goal Modifier and could be "made back" (FAC), these are specific, identifiable, segregable funds by Defendant's own record-keeping, satisfying the identifiable-fund element for conversion and the unauthorized-deduction element for IWPCA.

M. Defendant Seeks to Strike a Complaint Its Own Filings Substantiate

The irony of Defendant's Motion warrants emphasis. Defendant asks this Court to strike a complaint whose central allegations are confirmed by Defendant's own documents:

The FAC alleges Defendant failed to disclose compensation terms. Defendant's Case Close Review states: "No evidence of additional information shared or time spent."

The FAC alleges Defendant made unauthorized deductions. Defendant's IDOL Answer calls them "goal modifier deductions."

The FAC alleges the practice was systemic. Defendant's sworn discovery response: "Admitted" that other employees complained. Defendant's own manager: "You are not alone, it is company policy."

The FAC alleges Defendant blocked Plaintiff from escaping the Goal Modifier. Defendant's IDOL Answer: "CDWG declined this request."

The FAC alleges Defendant retaliated. Defendant's own HR investigator, after Josh D. confronted Plaintiff about his wage complaint: "Josh was not supposed to do that."

The FAC alleges the Goal Modifier operated as a post-earning taking. Defendant's own Federal Sales Manager: employees "lost" money that could be "made back."

These are not allegations awaiting proof. They are Defendant's own words, already in the record, confirming the very claims Defendant now asks this Court to strike. The Motion to Strike is, at bottom, an effort to prevent the trier of fact from hearing what Defendant has already said.

N. Defendant's Repeated Procedural Maneuvers Further Demonstrate the Absence of a Merits-Based Defense

Defendant's present Motion to Strike is properly understood in context: it is the latest in a pattern of procedural maneuvering that avoids joinder of issue on the merits of Plaintiff's claims and instead attempts to obtain dispositive relief through form-based objections.

Initial Pleading Posture Confirms Reliance on Non-Binding Internal Materials. On or about July 23, 2025, Defendant filed an Answer that broadly denied Plaintiff's allegations and asserted an affirmative defense premised primarily on Defendant's internal policy materials, while failing to produce or identify a controlling written compensation agreement sufficient to defeat Plaintiff's statutory claims. That approach reflects immediate reliance on unilateral, non-negotiated corporate documents rather than a binding agreement establishing enforceable commission terms. Defendant's early position, to the extent it contends commissions were not "earned wages," is inconsistent with the practical and objective indicia of earned compensation reflected in Defendant's own compensation reporting and "COMMISSION PAYOUT" communications, which reasonably communicate that stated amounts are payable remuneration for completed work. To the extent Defendant failed to maintain or produce core compensation documents necessary to substantiate its position, such deficiencies further weaken any claim to a bona fide contractual defense.

The Court's Denial of Defendant's Motion to Dismiss Confirms Legal Sufficiency of Plaintiff's Claims. Following its Answer, Defendant filed a Motion to Dismiss. This Court denied that Motion, thereby confirming that Plaintiff's allegations stated legally cognizable claims sufficient to proceed and that Defendant was not entitled to dismissal at the pleading stage. The

denial further underscores that Defendant's efforts have been directed toward avoiding substantive engagement rather than presenting a merits-based refutation.

Clarification-Driven Refile Does Not Imply Substantive Defect. Plaintiff's amended pleading history reflects procedural clarification and case management, not a judicial determination that Plaintiff's claims are legally deficient. Any prior striking of an amended pleading occurred by Plaintiff's permission for purposes of clarification and streamlining, and was not predicated on any finding of incurable defect, lack of standing, or failure to state a claim as a matter of law. To date, Defendant has not articulated a defense that meaningfully departs from its initial approach of relying on internal policy statements and purported agreements that are expired, inapplicable, or otherwise insufficient to defeat statutory protections. Defendant's Motion to Strike thus functions as a dilatory pleading device, seeking to impose delay and procedural churn in lieu of filing a responsive pleading that joins issue on the operative allegations.

O. Defendant's Tactics Cause Continued Harm and Obstruct the Administration of Justice

Defendant's procedural maneuvering causes tangible harm and obstructs the good-faith administration of justice. Plaintiff has meticulously substantiated his claims with real evidence, including Defendant's own internal investigation reports, payroll records showing a \$36,000 wage decline, and admissions regarding the "Goal Modifier," to demonstrate serious statutory violations. Rather than engaging with this evidence on the merits, Defendant seeks to erase it through procedural attrition.

By demanding the extraordinary remedy of striking a pleading over a one-day delay caused by illness and a federal holiday, while simultaneously excusing its own past filing failures, Defendant renders the pursuit of justice unnecessarily difficult. This asymmetric warfare serves

only to delay resolution of the underlying wage theft and prolong the financial and emotional injury Plaintiff continues to suffer. The Court should reject these tactics and allow the case to proceed on the substantive evidence Plaintiff has painstakingly placed before it.

P. Plaintiff Executed Exhaustive Good-Faith Efforts to Resolve Claims Amicably

The record demonstrates that Plaintiff attempted to resolve this matter amicably at every stage, only to be met with obstruction and refusal to mitigate.

Early Management Notification (June 30, 2023): Plaintiff identified the compensation discrepancies immediately. In response, Manager Yemi O admitted in writing via MS Teams that he would refund the “amount that was *deducted* from you last week” (**Ex. G**). This contemporaneous written admission confirms Defendant understood the mechanism as a “deduction” long before litigation began.

Internal Ethics Complaint (January 18, 2024): Plaintiff filed a formal HR EthicsPoint complaint seeking internal resolution (**Ex. I**). Plaintiff proposed specific mitigation strategies to correct the wage disparity. Defendant “declined” these good-faith proposals and instead engaged in the retaliatory conduct alleged in the Complaint.

Administrative Exhaustion (October 9, 2024): Plaintiff filed a wage claim with the Illinois Department of Labor. While Defendant provided a partial response regarding retaliation, it failed to provide Plaintiff with a copy of its response to the wage claim, a response that contained critical admissions (Ex. H), thereby concealing its position until compelled by this litigation. Plaintiff now seeks this documentation in continued discovery.

Forthcoming Compliance with Court Directives: Following the October 2, 2025 hearing, where this Court granted leave to amend and requested greater detail on the claims, Plaintiff has been scrupulously forthcoming. Plaintiff has documented the majority of interactions with Defendant and provided that documentation to the Court to substantiate every allegation, demonstrating a commitment to the truth that Defendant's procedural gamesmanship seeks to obscure.

Defendant has consistently refused to cure the underpayment or engage in meaningful mitigation, choosing instead to escalate this matter to court and then obstruct the judicial process. Filing a Motion to Strike under these circumstances is improper; the case should proceed to discovery to address the serious allegations detailed in the First Amended Complaint.

Q. Preservation of Plaintiff's Right to Seek Default and Related Relief

Plaintiff expressly preserves the right to seek entry of default and default-related relief based on Defendant's failure to file a timely responsive pleading to the operative First Amended Complaint. As set forth in Section E above, Defendant's response deadline has passed without the filing of an Answer, a Motion to Dismiss directed at the substance of the operative complaint, or any other responsive pleading. Defendant's Motion to Strike does not constitute a responsive pleading and does not, by its own force, extend or toll the time for Defendant to answer.

IV. CONCLUSION

Defendant's Motion to Strike asks this Court to erase a complaint that Defendant's own documents substantiate. The Case Close Review confirms nondisclosure. The IDOL Answer confirms "deductions." The sworn discovery responses confirm systemic employee complaints,

unilateral goal changes, and a transfer request that Defendant declined. Defendant's HR investigator confirmed Josh [REDACTED] retaliatory confrontation violated internal policy. Defendant's Federal Sales Manager described the Goal Modifier as causing employees to "lose" money.

The operative First Amended Complaint pleads these admissions. It maps them to each count. It is signed and certified in compliance with Illinois Supreme Court Rule 137. It was filed one business day after the first business day following a legal court holiday, by a pro se plaintiff who was recovering from documented illness. Defendant, by contrast, filed its own MTD three days late and misrepresented the reason to this Court.

Ultimately, Defendant's arguments rely on HALF-TRUTHS, omitting MLK holiday to claim "5 days late" just as it omits material disclosures to claim "agreed" terms. This strategy of manufacturing procedural crisis mirrors the substantive allegations of the Complaint, wherein Defendant's employees have described the financially violent Goal Modifier system as causing fear and anxiety. Defendant attempts to raise baseless alarms to induce chaos, leveraging the same pattern of non-disclosure to seek extraordinary relief that the facts do not justify.

Striking the complaint would reward Defendant for the very conduct the complaint exposes: suppressing information, avoiding substantive engagement, and using procedural maneuvers to prevent the trier of fact from hearing what Defendant has already admitted. The Court should deny the Motion, deem the First Amended Complaint operative, and order Defendant to respond on the merits.

WHEREFORE, Plaintiff respectfully requests that this Court:

1. DENY Defendant's Motion to Strike in its entirety;

2. RESERVE Plaintiff's right to seek default-related relief; and

3. Grant such other relief as this Court deems just.

Respectfully submitted,

/s/ Marcellus Long

Mr. Marcellus Long, MBA

Plaintiff Pro Se

P.O. Box 60832

Chicago, IL 60660

legal@marcelluslong.com

Dated: February 9, 2026

EXHIBIT LIST FOLLOWS

EXHIBIT LIST

GROUP A: PROCEDURAL TIMELINE & GOOD CAUSE

Exhibit A: 2026 Calendar (January)

Exhibit B: Filing Receipt & Acceptance – Re-filed First Amended Complaint (Jan. 21, 2026)

Exhibit C: Medical Documentation (Visit Summary & Date List)

Exhibit D: Notice of Errata Acceptance & Clerk Correspondence

GROUP B: DEFENDANT’S PATTERN OF DELAY

Exhibit E: 2025 Calendar (November/December)

Exhibit F: Defendant’s Notice of Filing – Motion to Dismiss (Dec. 1, 2025)

GROUP C: ADMISSIONS & MERITS

Exhibit G: MS Teams Chat Capture “deducted,” “paid back to you” – CDWG Sales Manager

Exhibit H: Defendant’s IDOL Answer (Excerpt)

Exhibit I: EthicsPoint “Case Close Review” (Finding No. 5)

Exhibit J: CDW Direct LLC Offer Letter

EXHIBIT K: Notice of Errata to First Amended Complaint (Before-and-After Comparison)

EXHIBITS FOLLOW

Exhibit A: 2026 Calendar (January)

January 2026

December 2025							January 2026							February 2026						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3		1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31							

US Holidays
 Long vs. CDW Government LLC.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31 New Year's Eve	1 New Year's Day	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19 Due Date Re-file FAC Martin Luther King Jr. Day	20 Court Reopens	21 Plaintiff's Refiled Complaint Filed	22	23	24
25	26	27	28	29	30	31

Exhibit B: Filing Receipt & Acceptance – Re-filed First Amended Complaint (Jan. 21, 2026)



Marcellus Long <marcellus@marcelluslong.com>

Filing Submitted for Case: 2025L007458; Marcellus Long -vs- CDW Government LLC.; Envelope Number: 36280528

no-reply@efilingmail.tylertech.cloud <no-reply@efilingmail.tylertech.cloud>
To: legal@marcelluslong.com

Wed, Jan 21, 2026 at 11:25 AM



Filing Submitted

Envelope Number: 36280528

Case Number: 2025L007458

Case Name: Marcellus Long -vs- CDW Government LLC.

The filing below has been submitted to the clerk's office for review and assigned **Envelope Number: 36280528**. You will be notified by email in approximately 24-48 hours* if your filing has been accepted or rejected. *Note: Some notifications may take longer. To see the most up-to-date information about the filing, log back into your e-filing account and review the filing history.

Filing Details	
Court	Cook County - Law - District 1 - Chicago
Date/Time Submitted	1/21/2026 11:24 AM CST
Filing Type	EFile
Filing Description	Plaintiff First Amended Complaint (FAC)
Filing Code	Amended Complaint
Filed By	Marcellus Long
Filing Attorney	

Fee Details	
Your account is never charged until your filing is accepted. If you see any pending charges on your account prior to acceptance, this is an authorization hold to ensure the funds are available so your filing can be accepted without delay.	
If the filing is canceled or rejected these funds will be released and will return to your account according to your financial institution's policies (typically 3-10 business days).	
Waiver Selected	
Case Fees	\$0.00
Amended Complaint	\$0.00
Grand Total	\$0.00
Total:\$0.00	

Document Details	
Lead Document	2026-01-20_2025-L-007458_Plaintiff_First_Amended_Complaint.pdf
Lead Document Page Count	70
File Copy	Download Document
This link is active for 548 days.	

FILED DATE: 2/10/2026 2:17 PM 2025L007458



Marcellus Long <marcellus@marcelluslong.com>

Filing Accepted for Case: 2025L007458; Marcellus Long -vs- CDW Government LLC.; Envelope Number: 36280528

1 message

no-reply@efilingmail.tylertech.cloud <no-reply@efilingmail.tylertech.cloud>
To: legal@marcelluslong.com

Wed, Jan 21, 2026 at 11:57 AM



Filing Accepted

Envelope Number: 36280528
Case Number: 2025L007458
Case Style: Marcellus Long -vs- CDW Government LLC.

The filing below was reviewed and has been accepted by the clerk's office. You may access the file stamped copy of the document filed by clicking on the below link.

Filing Details	
Court	Cook County - Law
Case Number	2025L007458
Case Style	Marcellus Long -vs- CDW Government LLC.
Date/Time Submitted	1/21/2026 11:24 AM CST
Date/Time Accepted	1/21/2026 11:57 AM CST
Accepted Comments	
Filing Type	EFile
Filing Description	Plaintiff First Amended Complaint (FAC)
Activity Requested	Amended Complaint
Filed By	Marcellus Long
Filing Attorney	
Hearing Date	No hearing scheduled
Court Room Number	No hearing scheduled
Court Address	No hearing scheduled

Document Details	
Lead Document	2026-01-20_2025-L-007458_Plaintiff_First_Amended_Complaint.pdf
Lead Document Page Count	70
File Stamped Copy	Download Document
This link is active for 548 days. To access this document, you will be required to enter your email address. Click here for more information.	

If the link above is not accessible, copy this URL into your browser's address bar to view the document:
<https://illinois.tylertech.cloud/ViewDocuments.aspx?FID=58806561-38f5-4ec2-b3fc-786d0e11296f>


Please Note: If you have not already done so, be sure to add yourself as a service contact on this case in order to receive eService.

For technical assistance, contact your service provider

FILED DATE: 2/10/2026 2:17 PM 2025L007458

Exhibit C: Medical Documentation (Visit Summary & Date List)

FILED DATE: 2/10/2026 2:17 PM 2025L007458


LOYOLA MEDICINE
A Member of Trinity Health

AFTER VISIT SUMMARY

Marcellus Long MRN: [REDACTED] 12/12/2025 6:00 PM Virtual On Demand [REDACTED]

Instructions

As needed, you may consider an in person evaluation at one of our Immediate Cares:





Burr Ridge Immediate Care
 6800 N Frontage Rd
 Burr Ridge, IL 60527
 Hours of operation are:
 Monday through Friday 8a-8p
 Saturday, Sunday, and Holidays 8a-3p


River Forest Immediate Care
 7617 W North Ave
 River Forest, IL 60305
 Hours of operation are:
 Monday through Friday 8a-8p
 Saturday, Sunday, and Holidays 8a-3p

Tinley Park Immediate Care
 17901 South La Grange Road
 Tinley Park, IL 60487
 Hours of operation are:
 Monday through Friday 8a-8p
 Saturday, Sunday, and Holidays 8a-3p


Today's Visit

You were seen on Friday December 12, 2025. The following issues were addressed: Viral infection, Subacute cough, and Mild intermittent asthma.

	BMI 23.63		Weight 160 lb
	Height 5' 9"		Oxygen Saturation 95%




Today's medication changes



Read the attached information

1. Viral Syndrome (Ambulatory Care) (English)
2. Acute Cough (Ambulatory Care) (English)



























Pick up these medications at WALGREENS DRUG STORE #01308 - CHICAGO, IL - 7410 N CLARK ST AT CLARK & ROGERS

albuterol
 Address: 7410 N CLARK ST, CHICAGO IL 60626-1620
 Phone: [REDACTED]

Past visits

Last 3 months

<p>FEB 6 2026</p>  <p> View After Visit Summary®</p> <p> View notes</p>	<p>FEB 6 2026</p>  <p> View After Visit Summary®</p> <p> View notes</p>
<p>JAN 29 2026</p>  <p> View After Visit Summary®</p> <p> View notes</p>	<p>JAN 16 2026</p>  <p> View After Visit Summary®</p> <p> View notes</p>
<p>DEC 18 2025</p>  <p> View After Visit Summary®</p> <p> View notes</p>	<p>DEC 16 2025</p>  <p> View After Visit Summary®</p> <p> View notes</p>
<p>DEC 16 2025</p>  <p> View After Visit Summary®</p> <p> View notes</p>	<p>DEC 12 2025</p>  <p> View After Visit Summary®</p> <p> View notes</p>

AFTER VISIT SUMMARY
Marcellus Long MRN [REDACTED] 12/16/2025 2:20 PM [REDACTED]

Instructions from Dr. [REDACTED]
Today's medication changes


 **START taking:**
predniSONE

Exhibit D: Notice of Errata Acceptance & Clerk Correspondence



Marcellus Long <marcellus@marcelluslong.com>

Filing Accepted for Case: 2025L007458; Marcellus Long -vs- CDW Government LLC.; Envelope Number: 36343146

2 messages

no-reply@efilingmail.tylertech.cloud <no-reply@efilingmail.tylertech.cloud>
To: legal@marcelluslong.com

Mon, Jan 26, 2026 at 10:43 AM



Filing Accepted

Envelope Number: 36343146
Case Number: 2025L007458
Case Style: Marcellus Long -vs- CDW Government LLC.

The filing below was reviewed and has been accepted by the clerk's office. You may access the file stamped copy of the document filed by clicking on the below link.

Filing Details	
Court	Cook County - Law
Case Number	2025L007458
Case Style	Marcellus Long -vs- CDW Government LLC.
Date/Time Submitted	1/26/2026 10:37 AM CST
Date/Time Accepted	1/26/2026 10:43 AM CST
Accepted Comments	
Filing Type	EFile
Filing Description	Plaintiff Notice of Errata First Amended Complaint
Activity Requested	Notice Filed
Filed By	Marcellus Long
Filing Attorney	
Hearing Date	No hearing scheduled
Court Room Number	No hearing scheduled
Court Address	No hearing scheduled

Document Details	
Lead Document	2026-01-26_Plaintiff_2025-L-007458_Notice_of_Errata_First_Amended_Complaint.pdf
Lead Document Page Count	6
File Stamped Copy	Download Document
This link is active for 548 days. To access this document, you will be required to enter your email address. Click here for more information.	

If the link above is not accessible, copy this URL into your browser's address bar to view the document:
<https://illinois.tylertech.cloud/ViewDocuments.aspx?FID=bd33c081-a113-4f6d-9401-9acff454583>

Please Note: If you have not already done so, be sure to add yourself as a service contact on this case in order to receive eService.

FILED DATE: 2/10/2026 2:17 PM 2025L007458

M Legal <Legal@marcelluslong.com>
to LAW, Joel, John, Donna, David, Craig ▾

Mon, Jan 26, 11:52 AM ☆ ↶ ⋮

Dear Room 1912,

Attached, please find the following documents filed in the above-captioned matter:

- Notice of Errata (NOE) First Amended Complaint
- Exhibit A (First Amended Complaint, Corrected)

Exhibit A (First Amended Complaint, Corrected) attached shall be the operative complaint as of today; please delete and disregard the version sent during the week of January 19, 2026, and refer to and use only the corrected First Amended Complaint referenced above going forward.

Physical copies will be mailed to chambers and are forthcoming.

Please confirm receipt of this email.

Respectfully submitted,

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

2 Attachments • Scanned by Gmail ⓘ ⬇️ 🗑️ Add all to Drive



D Donna Spears
ATTORNEY WORK PRODUCT - PRIVILEGED & CONFIDENTIAL The information contained in this message from Ford & Harrison LLP and any attachments are privileged and conf

Mon, Jan 26, 11:55 AM ☆

C Craig R. Thorstenson
Your message To: Craig R. Thorstenson was read on Monday, January 26, 2026 11:57:11 AM (UTC-08:00) Central Time (US & Canada).

Mon, Jan 26, 11:58 AM ☆

i Kirsten Brueggemann (Judiciary - Law Clerks) <Kirsten.Brueggemann@cookcountyil.gov>
to LAW, Joel, John, Donna, David, Legal, Craig ▾

Mon, Jan 26, 12:00 PM ☆ ↶ ⋮

Dear Mr. Long,

Received, thank you.

Sincerely,

Kirsten

Kirsten Brueggemann
Judicial Law Clerk to the Honorable Thomas More Donnelly
Circuit Court of Cook County
50 W. Washington St., Courtroom 1912
Chicago, IL 60602
(312) 603-4001
Calendar W Webpage: <https://www.cookcountycourt.org/judge/donnelly-thomas>

Exhibit E: 2025 Calendar (November/December)

November 2025

October 2025							November 2025							December 2025									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
			1	2	3	4							1				1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13			
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20			
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27			
26	27	28	29	30	31	23	24	25	26	27	28	29	28	29	30	31							
							30																

- 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 Answer to FAC Due	29
30 6:00PM Plaintiff Filed MTD	1 9:00AM Court's Status Hearing	2	3	4	5	6

December 2025

- US Holidays
- Long vs. CDW Government LLC.
- Work

November 2025							December 2025							January 2026								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1	1	2	3	4	5	6	1	2	3							
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10		
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17		
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24		
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	31		
30																						

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1 6:00PM Defendant Filed MTD LATE	2 9:00AM Court's Status Hearing	3	4	5	6
7	8	9	10	11	12	13
14	15 Hanukkah (1st day)	16	17	18	19	20
21	22	23	24 Christmas Eve	25 Christmas Day	26 Kwanzaa	27
28	29	30	31 New Year's Eve	1 New Year's Day	2	3

Exhibit F: Defendant's Notice of Filing – Motion to Dismiss Filed Late (Dec. 1, 2025)



Marcellus Long <marcellus@marcelluslong.com>

Notification of Service for Case: 2025L007458, Marcellus Long -vs- CDW Government LLC. for filing Motion To Dismiss Filed, Envelope Number: 35570388

1 message

no-reply@efilingmail.tylertech.cloud <no-reply@efilingmail.tylertech.cloud>
To: legal@marcelluslong.com

Mon, Dec 1, 2025 at 3:42 PM



Notification of Service

Case Number: 2025L007458
Case Style: Marcellus Long -vs- CDW Government LLC.
Envelope Number: 35570388

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Filing Details	
Case Number	2025L007458
Case Style	Marcellus Long -vs- CDW Government LLC.
Date/Time Submitted	12/1/2025 3:39 PM CST
Activity Requested	Motion To Dismiss Filed
Filing Description	
Filed By	Craig Thorstenson
Service Contacts	Other Service Contacts not associated with a party on the case: Craig Thorstenson (CThorstenson@fordharrison.com) John O'Connor (joconnor@fordharrison.com) Donna Spears (dspears@fordharrison.com) David Maram (dmaram@fordharrison.com) Joel Zeid (jzeid@fordharrison.com) Marcellus Long (legal@marcelluslong.com)
Hearing Date	No hearing scheduled
Court Room Number	No hearing scheduled
Court Address	No hearing scheduled

Document Details	
Served Document	Download Document
This link is active for 548 days. To access this document, you will be required to enter your email address. Click here for more information.	

If the link above is not accessible, copy this URL into your browser's address bar to view the document:
<https://illinois.tylertech.cloud/ViewServiceDocuments.aspx?ADMIN=0&SID=c6b6a5f2-0d9f-4188-892f-ca6a6b8c3ac9>

FILED DATE: 2/10/2026 2:17 PM 2025L007458

Exhibit G: MS Teams Chat Capture – CDWG Sales Manager Yemi O.

Wednesday, July 5, 2023

Yemi O. 7/5/2023 9:23 AM

Good Morning Marcellus, trust your holiday was nice. I wanted to let you know i am still working with Goal management to ensure your goaling is accurate, i apologize for how long this has taken, its with goal mgt to fix it, and i am on them. Also wanted to let you know that I asked Andrea to waive your freight from the email you shared with me, have you seen that reflect? Contract fees cannot be waived but i am working to see how i can get you credit alongside that amount that was deducted from you last month.

bear with us, sometimes there are multiple steps and approvals to get stuff done.

7/5/2023 9:28 AM Edited

Good Morning. I have to check my email. I don't think I saw it reflected but did see something come though. Will let you know as soon as possible.

Friday, July 7, 2023

Yemi O. 7/7/2023 11:51 AM

Good Morning Marcellus

i have submitted for the \$263.72 to be paid back to you,

you should most likely see it on your 7/21 paycheck.

keep an eye on it, let me know if you dont see it.

7/7/2023 11:59 AM

Okay thanks

Exhibit H: Defendant's IDOL Answer (Excerpt)

ILLINOIS DEPARTMENT OF LABOR

MARCELLUS LONG)	
)	
Claimant,)	EMPLOYER'S ANSWER TO
)	RETALIATORY COMPLAINT
and)	
)	WAGE CLAIM NUMBER: 24-0004707
CDW GOVERNMENT LLC)	
230 N. Milwaukee Avenue)	
Vernon Hills, IL 60061)	
)	
Employer Respondent.)	

Employer Respondent CDW GOVERNMENT LLC ("CDWG") answers the Retaliatory Complaint as follows:

1. **Allegation:** On 01/17/2024, I submitted a detailed complaint through CDW's internal ethics helpline. In that complaint, I reported unauthorized deductions from my earned commissions that were never disclosed to me or authorized in writing. I also flagged concerns about pay disparity, as I was performing more duties than my younger colleague but being compensated less. This followed an earlier one-on-one meeting with my manager, Josh D., in which he made discriminatory remarks about my age. AS part of the ethics complaint, I requested:

- A transfer to another sales team to avoid what I perceived as rampant wage theft within CDWG's U.S. Department of Defense Sales Team.
- Reimbursement for the pay that was withheld post earning with my prior knowledge or consent.

ANSWER: CDWG agrees that on January 18, 2024, Claimant submitted an internal complaint claiming that the goal modifier used to determine his commissions in his role in sales, Department of Defense, Army Programs, was unfair. As part of this complaint, Claimant requested a refund for reduced commission payments due to goal modifier deductions and that he be transferred to a different sales team with a commission plan that does not use a goal modifier. CDWG denies that Claimant made any allegations related to

FILED DATE: 2/10/2026 2:17 PM 2025L007458

Exhibit I: EthicsPoint “Case Close Review” (Finding No. 5)

Case Close Review

Case#: 10129- Marcellus Long

Primary Case Outcome: Unsubstantiated.

Action Taken: No action taken.

Summary: Reporter alleges he has been kept in the residency program longer than communicated to him, is being given unfair goals and is receiving reduced commission based on a goal modifier that has not been properly explained to him.

Synopsis: Upon investigation including interviews with the reporter's leadership team, the allegations were unsubstantiated. The alleged are not creating unfair goals and the commission's plan for the reporter is in alignment with everyone else. Information on the commission's plan was provided, although his leaders could have taken extra time to ensure that the reporter understood thoroughly the difference between his old plan and the plan he transferred info. **Action taken:** No action taken.

Conclusion: The concern from Marcellus Long toward his leadership was unsubstantiated due to the interview with Marcellus, Yemi D. [REDACTED] and Josh D. [REDACTED]

Investigative Findings:

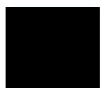
Coworker Relations interviewed Marcellus Long regarding his perspective as he moved to Residency in Federal from the SCC. Marcellus lacked clarity about how account manager's compensation works particularly related to how goal modifiers impact them. He also expressed that he was told that he would be out of Residency in 3-4 months but seemed unsure on who shared that information with him. He did not have any statement of that nature in writing and said he recalled it as part of a conversation when asked although did not seem confident when relaying the information. Marcellus' references about being having commissions reduced did not seem to track with what we know about our compensation plans. When asked about what additional questions he asked to better understand the goal modifier aspect of his comp plan, Marcellus did not press to get clarity or the appropriate understanding.

Upon interviewing Josh D. [REDACTED] and Yemi O. [REDACTED] the following was concluded.

1. Marcellus leaders gave him typical information regarding compensation. He also had access to all documents like all Academy and Residency salespeople do.
2. Marcellus' leaders communicated to him in the same way coworkers are coming from Academy to Federal Residency despite moving from SCC instead.
3. Residency is typically 12-24 months. All salespeople need to show the appropriate proficiency to do the role before sales leaders consider to moving them to their destination team and out of Residency.
4. There were no evidence or recollection of conversations with Yemi or Josh regarding Marcellus moving from Residency early especially within the 3-4-month timeline.
5. There was no evidence of additional information shared or time spent to help Marcellus understand the difference between SCC comp plans and Federal Comp plan specifically.
6. The goal modifier aspect is designed to increase commissions which in the case of Marcellus did exactly that because he was paid as if he was 80% of his goal when he was 76% of his goal.

Upon conferring with Legal and Sr. Leadership of the team, it was determined that there was no violation of policy or inappropriate treatment that had taken place by the reporter's leaders. No action taken.

Exhibit J: CDW Direct LLC Offer Letter 2021



May 5, 2021

Dear Marcellus,

It is our pleasure to offer you the position of Sales Contact Center – Inbound Sales Representative, and I am pleased to be the first to extend formal congratulations following your acceptance. This position will report to me, Shannon Elizabeth F. [REDACTED]. Your start date will be effective on June 21, 2021.

As part of joining CDW, you will be participating in a virtual orientation program on Monday, June 21, 2021. Detailed information about the program will be emailed to you from our Sales Capability team in the near future.

Compensation

This position carries an hourly rate of \$15.40. This role is full time, and you will be expected to work at least 40 hours/week. Overtime may be required. The position is eligible for overtime pay.

You will be eligible for an annual bonus of \$18,000 paid out monthly which will be pro-rated from your start date. The bonus referenced is not a guarantee but the total amount obtainable at 100% of plan.

Please note that all compensation plans are subject to change at any time at CDW's discretion.

Benefits

You will be eligible to participate in CDW's benefits program including: medical, dental and life insurance after 30 days of employment. You can login as a guest and review our full list of benefit offerings here:

[CDW Benefits](#)

Vacation

You will be eligible to accrue 2 weeks of vacation time throughout each year, and will be pro-rated in the current calendar year based on your start date. You will receive 1/12 of your annual vacation hours each month.

Sick and Flex Days

In addition to vacation, you will be eligible for five (5) sick days each year. You will accrue 3.33 hours per month and this time will be pro-rated based on your start date. In 2021 you will also be eligible for two (2) additional flex days that you can use as you choose.

Other Terms

This offer letter does not constitute or represent any contractual commitments between CDW and you; nor

does it in any way modify the "at-will" employment relationship between CDW and you. It is the policy at CDW, in accordance with state law, that you are free to terminate your employment at any time and for any reason. CDW reserves the same right. This offer is contingent upon successful completion of all background and reference checks, as well as a pre-employment drug screen.

In addition, this offer is contingent upon you signing the Third Party Confidential Information Agreement and Acknowledgement and Confidentiality/Non-Solicitation Agreement included in the new hire paperwork that you will receive prior to orientation. As a condition of employment, you will be required to complete the documents prior to your first day of employment.

Feel free to contact me directly if you need any further information. I am genuinely looking forward to working with you.

Welcome to the team!

Sincerely,

Shannon Elizabeth [REDACTED]
Supervisor, SCC

To accept CDW's Offer of Employment on the terms and conditions set out above, please electronically accept.

Acceptance and Signature: I have read, and I understand the above Offer of Employment. I have freely considered the terms and conditions of the Offer of Employment and I have obtained whatever advice I have thought necessary.

**EXHIBIT K: Notice of Errata to First Amended Complaint
(Before-and-After Comparison)**

FILED
1/26/2026 10:37 AM
Mariyana T. Spyropoulos
CIRCUIT CLERK
COOK COUNTY, IL
2025L007458
Calendar, W
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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 NOTICE OF ERRATA AND CORRECTION TO FIRST
AMENDED COMPLAINT**

Plaintiff MARCELLUS LONG, proceeding Pro Se, respectfully files this Notice of Errata to correct inadvertent clerical errors in the First Amended Complaint filed on January 20, 2026. These corrections are clerical in nature and do not alter any factual allegations, legal theories, or substantive claims.

I. NATURE OF CORRECTIONS

The First Amended Complaint contains inadvertent errors in certain paragraphs that cited "820 ILCS 115/2" and referenced a "seven calendar days" notice requirement. The correct citation for the notice-of-change requirement is **820 ILCS 115/10**, and the statutory standard is notice "**prior to the time of change.**"

These errors are typographical and do not affect the substance of Plaintiff's claims. The underlying legal duty (that employers must provide advance written notice before changing compensation terms) remains unchanged. Defendant's alleged failure to provide any advance notice of the Goal Modifier, LOS reset, or other compensation changes remains the basis of

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Plaintiff's claims regardless of whether the notice period is characterized as "seven calendar days" or "prior to the time of change."

II. SPECIFIC CORRECTIONS

The following corrections are made to the First Amended Complaint:

A. Paragraph 22 (Page 5)

INCORRECT TEXT:

"Defendant implemented this change without Plaintiff's consent, without providing written notice within seven calendar days as required by 820 ILCS 115/2, and without disclosing the specific compensation impact..."

CORRECTED TEXT:

*"Defendant implemented this change without Plaintiff's consent, without providing written notice **prior to the time of change** as required by **820 ILCS 115/10**, and without disclosing the specific compensation impact..."*

B. Paragraph 52 (Page 12)

INCORRECT TEXT:

"The reset was imposed unilaterally -- Plaintiff was not given a choice, was not asked to authorize the change, and was not provided with written notice of the specific compensation impact within seven calendar days as required by 820 ILCS 115/2."

CORRECTED TEXT:

*"The reset was imposed unilaterally -- Plaintiff was not given a choice, was not asked to authorize the change, and was not provided with written notice of the specific compensation impact **prior to the time of change** as required by **820 ILCS 115/10**."*

C. Paragraph 77 (Page 18)***INCORRECT TEXT:***

"The IWPCA imposes mandatory duties on employers to provide written notice of the rate and terms of pay at the time of hiring, to disclose the amount of any deductions to be withheld, and to provide written notice within seven days of any changes affecting compensation. 820 ILCS 115/2."

CORRECTED TEXT:

*"The IWPCA imposes mandatory duties on employers to provide written notice of the rate and terms of pay at the time of hiring, to disclose the amount of any deductions to be withheld, and to provide written notice **prior to the time of** any changes affecting compensation. **820 ILCS 115/10.**"*

D. Paragraph 81 (Page 20)***INCORRECT TEXT:***

"Under 820 ILCS 115/2, every employer must notify each employee in writing at the time of hiring of: The rate of pay; The terms of pay; The amount of any deductions to be withheld. Additionally, in case of any change in the particulars required by this section, the employer shall notify the employee thereof within seven calendar days after such change occurs."

CORRECTED TEXT:

*"Under **820 ILCS 115/10**, every employer shall notify each employee at the time of hiring of the rate of pay and of the time and place of payment, and shall notify employees of any changes in the arrangements **prior to the time of change**. Whenever possible, such notification shall be in writing and shall be acknowledged by both parties."*

E. Paragraph 175A (Page 40)

INCORRECT TEXT:

"175A. Continuous Violation - Failure to Provide Seven-Day Written Notice of Rate Changes. Each application of the Goal Modifier constituted a change in Plaintiff's rate of pay requiring seven calendar days' advance written notice under 820 ILCS 115/2."

CORRECTED TEXT:

*"175A. Continuous Violation - Failure to Provide **Advance** Written Notice of Rate Changes. Each application of the Goal Modifier constituted a change in Plaintiff's rate of pay requiring **advance** written notice **prior to the time of change** under **820 ILCS 115/10**."*

INCORRECT TEXT:

"Under 820 ILCS 115/12, when an employer fails to keep records as required by the Act, the employee's allegation of wages due is presumed to be correct."

CORRECTED TEXT:

"Under 56 Ill. Admin. Code 300.630(b), when an employer fails to keep records as required by the Act, the employee's allegation of wages due is presumed to be correct."

CHANGE SUMMARY: Various non-substantive formatting, typographical, and clerical corrections throughout the document to improve readability.

III. NO PREJUDICE TO DEFENDANT

These corrections are clerical in nature and cause no prejudice to Defendant because:. The underlying factual allegations remain unchanged: Defendant failed to provide any written notice of the Goal Modifier, LOS reset, or commission calculation methods before implementing these changes.

2. The legal theory remains unchanged: Defendant violated the IWPCA's notice requirements by failing to provide advance written notice of compensation changes.

3. The statutory duty remains the same: Whether characterized as "seven calendar days" or "prior to the time of change," the IWPCA requires advance notice before implementing compensation changes. Defendant provided no advance notice whatsoever.

4. Defendant's defenses are unaffected: Any defense Defendant might raise to the claims as originally pled would apply equally to the corrected pleading.

IV. LEGAL STANDARD

Illinois courts permit correction of clerical and scrivener's errors in pleadings without formal leave to amend where the corrections do not alter the substance of the claims. *See* 735 ILCS 5/2-616(c); *see also* Ill. Sup. Ct. R. 104 (errors in pleadings that do not affect substantial rights may be disregarded or corrected). These corrections conform the citation to the actual statutory text and do not add, remove, or modify any substantive allegations or claims.

V. CONCLUSION

WHEREFORE, Plaintiff respectfully submits this Notice of Errata and requests that the Court and all parties treat **Exhibit A (Corrected First Amended Complaint)** as the operative pleading, superseding and replacing the version filed on the week of 1/19/26. The corrections set forth herein are non-substantive and do not alter any factual allegations, legal theories, or relief requested.

DATED 1/26/26

Respectfully submitted,

/s/ Mr. Marcellus Long, MBA

Pro Se Plaintiff

P.O. Box 60832

Chicago, IL 60660

legal@MarcellusLong.com

CERTIFICATE OF SERVICE

The undersigned certifies that on or around Jan 19, 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/ Marcellus Long

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CERTIFICATE OF SERVICE

The undersigned certifies that on or around Feb 10, 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/ Marcellus Long