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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 REPLY IN SUPPORT OF MOTION FOR LEAVE TO SERVE
SUPPLEMENTAL DISCOVERY

I. INTRODUCTION

Plaintiff **MARCELLUS LONG** submits this Reply to Defendant CDW Government LLC's Opposition to Plaintiff's Motion for Leave to Serve Supplemental Discovery. Defendant seeks to deny Plaintiff any opportunity to conduct discovery tailored to the claims and allegations in the First Amended Complaint, which was filed after the initial discovery period closed. Defendant's opposition rests on three flawed premises: (1) that Plaintiff should have anticipated claims he had not yet pled; (2) that following up on Defendant's own admissions constitutes improper discovery; and (3) that seeking evidence of Defendant's actual employment practices is overbroad and burdensome.

The proposed supplemental discovery is narrowly tailored, proportional to the needs of the case, and directly responsive to allegations in the First Amended Complaint and admissions Defendant made after the discovery period closed. Good cause exists to permit this limited discovery.

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Plaintiff respectfully requests the Court grant leave to serve the supplemental discovery as proposed.

II. DEFENDANT’S “UNDUE BURDEN” OBJECTION FAILS WHERE DEFENDANT HAS NOT YET BEEN REQUIRED TO RESPOND TO ANY INTERROGATORIES OR RULE 214 REQUESTS

Defendant’s primary objection that Plaintiff’s proposed written discovery is “unduly burdensome” disregards a dispositive procedural fact: Defendant has not been served with, and therefore has not answered, any Interrogatories or Requests for Production in this action.

Until the present Motion, Plaintiff’s discovery efforts were confined to Requests for Admission, which functions to narrow and streamline issues for adjudication. Plaintiff now seeks leave to serve his initial written discovery, consisting of (i) a first set of Interrogatories limited to eight narrowly tailored questions, and (ii) a first set of targeted Requests for Production seeking specific documents and electronic records. Defendant cannot plausibly invoke “discovery fatigue,” or “undue burden” where it has not yet been required to answer a single interrogatory or produce a single document pursuant to a formal Rule 214 request.

In addition, Defendant maintains a dedicated Sales Compensation Division explicitly tasked with managing these records. Defendant is a sophisticated entity with an entire department devoted to compensation administration, staffed by executive leadership such as **Debby W. [REDACTED]** (**Vice President of Compensation**) and **Michael D. [REDACTED]** (**Senior Director of Global Compensation**), as well as a large team of administrative support personnel. The data Plaintiff seeks, change logs and goal history, is the exact data this department generates and monitors in the ordinary course of business.

For a corporation equipped with a specialized workforce division dedicated to these very systems, claiming that retrieving its own compensation records is "oppressive" strains credibility. Asking a dedicated department to produce the specific logs they are paid to manage is the definition of proportional discovery.

Defendant's effort to characterize this standard, narrowly focused first round of written discovery as "burdensome" is facially disproportionate to ordinary litigation practice in the Law Division. Requiring a corporate defendant to respond to eight interrogatories and to produce specific digital logs concerning its own compensation practices constitutes proportional discovery. Denial of Plaintiff's request on this record would, in practical effect, exempt Defendant from written discovery altogether.

III. GOOD CAUSE EXISTS FOR LIMITED SUPPLEMENTAL DISCOVERY

A. The First Amended Complaint Adds Claims and Consequential Damages That Post-Date the Initial Discovery Period.

Defendant argues that Plaintiff's supplemental discovery requests address "not newly acquired facts" because retaliation and emotional distress were mentioned in the original Complaint. (*See* Def. Opp. at 5-6). This mischaracterizes both the original Complaint and the First Amended Complaint.

Furthermore, the Court's October 2, 2025 Order granting leave to file the First Amended Complaint implicitly contemplated the need for this discovery. By requiring specificity in Plaintiff's pleading, the Court recognized that the factual record would need to expand to address these new allegations. It would be procedurally inconsistent to permit Plaintiff to plead detailed, specific claims regarding retaliation and compensation fraud, yet deny the minimal discovery necessary to further substantiate the very specificity the Court requested.

The First Amended Complaint expands the retaliation allegations with detailed factual allegations regarding: (1) the February 14, 2024 confrontation with manager Josh [REDACTED] occurring 48 hours after Plaintiff applied for internal transfer; (2) the March 22, 2024 blocking of Plaintiff's transfer after interview; (3) the June 5, 2024 forced acceptance of a constructive demotion; and (4) contemporaneous documentation through timestamped text messages establishing the causal connection between protected activity and adverse employment actions.

The First Amended Complaint also adds consequential damages not pled in the original Complaint, including: (1) student loan default in the amount of \$125,091.14 caused by Defendant's unauthorized wage deductions; (2) emotional distress damages arising from

Defendant's manner of defense in this litigation, including characterizing Plaintiff's performance as "inferior" despite documentary evidence showing 184% to 245% of quota achievement; and (3) pattern and practice evidence, including a July 9, 2024 Glassdoor review from another employee corroborating systematic Goal Modifier complaints using identical terminology.

These are not merely clarifications of existing claims. They represent distinct factual allegations requiring targeted discovery that could not have been conducted before the First Amended Complaint was filed.

B. Defendant's Admissions in Response to Requests for Admission Created New Discovery Needs.

Defendant argues that its admissions in response to Plaintiff's First Set of Requests for Admission do not constitute good cause for supplemental discovery because "Defendant provided Plaintiff with this information when Defendant provided its Answer to Plaintiff's First Requests for Admission." (*See* Def. Opp. at 6). This argument is circular. Defendant's admissions created factual hooks requiring follow-up discovery.

For example, Defendant admitted that "within the last 5 to 10 years, at least one other employee (besides Plaintiff) complained or raised negative feedback about the 'Goal Modifier' and its impact on commissions." (*See* exhibit C - Def. Resp. to RFA). This admission establishes that Defendant has knowledge of other complaints but provides no information regarding: (1) the total number of such complaints; (2) the time frame of those complaints; (3) the channels through which complaints were made (manager, HR, EthicsPoint, IDOL); or (4) whether Defendant determined any refund or adjustment was warranted.

Plaintiff's proposed Interrogatory No. 1 follows up on this admission by seeking aggregated data regarding Goal Modifier complaints from January 1, 2015 to present. This is precisely the type of targeted follow-up discovery that Illinois courts recognize as appropriate after a party makes an admission revealing the existence of relevant evidence. *See Wynne v. Loyola Univ.*, 318 Ill. App. 3d 443, 455, 741 N.E.2d 669 (1st Dist. 2000) (recognizing that new information obtained during discovery may constitute good cause for supplemental discovery).

Similarly, Defendant admitted that it could change Plaintiff's assigned goal during a performance period without obtaining Plaintiff's signed consent, and that Plaintiff's goal was changed "at least once, and more than once" between June 2023 and April 2024. (*See* Def. Resp. to RFA Nos. 21-24). Plaintiff's proposed discovery seeks goal-history and change logs to determine when these changes occurred, who authorized them, and whether Plaintiff received advance written notice as required by 820 ILCS 115/10. This directly follows from Defendant's admissions.

C. The Requested Documents Are in Defendant's Exclusive Possession and Control.

Defendant argues that Plaintiff's assertion that "many of the topics at issue are in Defendant's possession is vague, conclusory and not grounds to re-open written discovery." (*See* Def. Opp. at 6). This misrepresents Plaintiff's Motion. Plaintiff identified with specificity the categories of documents sought and explained why they are uniquely within Defendant's control:

1. **EthicsPoint logs and HR case systems** documenting complaints about the Goal Modifier and related compensation practices. Plaintiff has no access to Defendant's internal complaint tracking systems.
2. **Goal-history and change logs** showing when Plaintiff's assigned goals were set, modified, and by whom. These records are maintained in Defendant's internal commission and goal-setting systems (Anaplan, ICM dashboard, or similar platforms) to which Plaintiff never had access.
3. **Residency team onboarding records**, including offer letters, compensation overviews, and at-will acknowledgments provided to similarly situated employees. Only Defendant possesses its own employment records for its own employees.
4. **Meeting recordings, transcripts, and call detail records** from Defendant's enterprise Webex and Cisco telephony systems. These recordings are created and retained by Defendant's systems pursuant to Defendant's retention policies.

These are not matters within Plaintiff's knowledge or control. Plaintiff cannot obtain EthicsPoint logs, internal HR case files, goal-setting system records, or enterprise call recordings from any source other than Defendant. The fact that information is exclusively within an opposing party's possession is a well-recognized basis for permitting discovery. *See* Ill. Sup. Ct. R. 201(b)(1)

(parties may obtain discovery regarding any matter relevant to the subject matter and proportional to the needs of the case).

IV. DEFENDANT IS USING THE "AT-WILL" DESIGNATION TO BLOCK DISCOVERY REGARDING THE ACTUAL EMPLOYMENT RELATIONSHIP

A. Defendant's Discovery Obstruction Pattern Demonstrates Prejudice.

As detailed in Plaintiff's Motion, Defendant has already used the Court's "at-will employee" designation from the October 2, 2025 Order to refuse discovery on twelve separate Requests for Admission. Defendant now opposes supplemental discovery that would establish whether Defendant provided written at-will acknowledgments to Residency team members, the very factual predicate Defendant invokes to claim at-will status.

Specifically, Plaintiff's proposed Interrogatory No. 2 seeks information regarding Residency team members, including: "(c) If the offer letter contained an 'at-will' employment statement." Plaintiff's proposed Request for Admission No. 5 seeks an admission that "before Plaintiff began working in his CDW Government LLC Residency role in or around May 2023, CDW Government LLC did not send Plaintiff a CDW Government LLC-specific at-will employment acknowledgment for that Residency role to review and sign."

This discovery directly addresses whether Defendant provided written employment terms complying with the IWPCA's notice requirements and whether Plaintiff's at-will status with CDW Government LLC is established by documentation or merely presumed by default. Yet Defendant characterizes such discovery as improper and unnecessary.

B. Defendant's Circular Argument: Using a Presumption to Withhold Rebuttal Evidence.

Defendant's position relies on a circular argument: Defendant invokes the "at-will" presumption to block discovery, then argues that Plaintiff lacks the specific internal documents to refute that presumption. Plaintiff seeks this discovery to break this procedural deadlock and conclusively establish the "disputed" nature of his employment status with objective evidence that Defendant is withholding.)

Yet Defendant invokes the Court's unqualified "at-will" designation to oppose discovery that would factually establish this point. The proposed Interrogatory No. 2(c) and RFA No. 5 directly seek evidence regarding whether CDWG provided written at-will acknowledgments for Residency roles. This discovery would prove that Plaintiff's employment status with CDWG is disputed and that Defendant failed to provide required IWPCA written notice.

Defendant's position creates a Circular Argument: Defendant invokes the "at-will" presumption to block discovery, then argues that Plaintiff lacks the specific internal documents to refute that presumption. Plaintiff seeks this discovery to conclusively establish the "disputed" nature of his employment status with objective evidence that Defendant is currently withholding. Rather than relying solely on the existing testimonial evidence, Plaintiff seeks these documents to provide the Court with the complete contractual history necessary to resolve the "at-will" dispute on its merits. This demonstrates why supplemental discovery is essential. This targeted discovery will corroborate the factual basis underlying Plaintiff's fraud, IWPCA, and retaliation claims, specifically by providing the objective written record of whether Defendant provided written employment terms, whether those terms included at-will acknowledgments, and whether Defendant complied with statutory notice requirements.

C. Goal-History and Change Logs Provide the Objective Data for Damages Calculation.

The goal-history and change logs maintained in Defendant's commission systems contain the definitive objective timeline of when goals were modified. These records allow for the precise calculation of damages owed for the notice violations and provide the objective data necessary to audit the timeline of events.

V. THE PROPOSED DISCOVERY IS NARROWLY TAILORED, PROPORTIONAL, AND COMPLIES WITH SUPREME COURT RULES

A. Pattern and Practice Discovery Is Limited and Proportional.

Defendant argues that Plaintiff's proposed Interrogatory No. 1 is "grossly overbroad, unduly burdensome, vague and seek[s] irrelevant information." (*See* Def. Opp. at 7). To the contrary, the

interrogatory is carefully limited in scope and seeks aggregated data, not individual personnel files.

Interrogatory No. 1 seeks: (1) the total number of employees who complained about the Goal Modifier or related compensation practices; (2) the month and year of each complaint; (3) the employee's job title (with permission to anonymize names); (4) the channel of the complaint (manager, HR, EthicsPoint); and (5) whether any refund or adjustment was provided. This information is directly relevant to Plaintiff's claims of fraudulent concealment (whether Defendant knew the Goal Modifier was material and harmful), systematic IWPCA violations (whether the practice extended beyond Plaintiff), and punitive damages (whether Defendant acted with willful disregard for statutory wage protections).

The interrogatory is limited to a defined time period (January 1, 2015 to present), limited to specific topics (Goal Modifier and related goaling/quota/commission practices), and permits anonymization to protect employee privacy. Plaintiff is not seeking full personnel files, individual employment contracts, or sensitive personal information. Plaintiff seeks numerical counts and categorical information that Defendant should be able to compile from its own complaint-tracking systems.

Courts routinely permit pattern and practice discovery in employment cases where systematic misconduct is alleged. *See* 735 ILCS 5/2-402(c) (permitting discovery of other acts for purposes of proving motive, intent, or common scheme). The First Amended Complaint alleges that Defendant's Goal Modifier practice is systematic, affects multiple employees, and has generated complaints from employees other than Plaintiff (as Defendant admitted). Discovery regarding the scope and nature of those complaints is proportional to the claims at issue.

B. Residency Team Comparator Discovery Is Targeted and Relevant.

Interrogatory No. 2 seeks information limited to Plaintiff's own Residency Sales Team regarding: (1) how many individuals were employed on the team; (2) how many received written offer letters specific to their CDWG Residency role; (3) whether those letters contained at-will employment statements; and (4) how many signed written authorization for commission modifications.

This discovery is directly relevant to Plaintiff's fraud and IWPCA claims. Plaintiff alleges Defendant failed to provide written employment terms before Plaintiff accepted the CDWG Residency role. If Defendant provided such terms to other Residency team members but not to Plaintiff, this supports Plaintiff's allegations of fraudulent inducement and departure from standard practice. If Defendant failed to provide written terms to any Residency team members, this establishes a systematic IWPCA violation and supports Plaintiff's claim that the concealment was intentional.

The interrogatory is limited to Plaintiff's own team (a defined group of employees), seeks aggregate counts rather than individual data, and permits Defendant to anonymize employee names. This is the epitome of narrowly tailored discovery.

C. Goal-History and Change Logs Provide the Objective Data for Damages Calculation.

Plaintiff's proposed discovery seeks goal-history and change logs for Plaintiff's own accounts during the June 2023 to April 2024 period. Defendant admitted it changed Plaintiff's goal "at least once, and more than once" during this period. Section 10 of the IWPCA requires employers to provide written notice prior to the time of any change in the rate of pay. The goal-history and change logs maintained in Defendant's commission systems are the definitive objective record of these events. Access to these records is sought to corroborate the existing testimony regarding notice failures and to calculate the precise damages owed for each violation.

D. Meeting Recording Discovery Is Specific and Justified.

Defendant characterizes Plaintiff's Request for Production No. 19 as "over six pages long," suggesting it is overbroad. (*See* Def. Opp. at 8). Length does not equal breadth. The request is detailed because it identifies with specificity the meetings for which recordings are sought, including dates, times, participants, and the subject matter of each session.

The requested recordings fall into discrete categories:

1. **February 14, 2024 meeting with Josh D.** during which D. stated words to the effect of "there is no use in keeping you around if you don't want to be here." This meeting occurred 48 hours after Plaintiff applied for internal transfer and is central to

Plaintiff's retaliation claim. The recording would confirm what was actually said during this meeting.

2. **January 22, 2024 and February 14, 2024 meetings with James E.** during which E. conducted Defendant's internal investigation of Plaintiff's wage complaint. E. admitted that "the way [Plaintiff] was hired was not typically how CDW hires people" and that Josh D. "was not supposed to do that" regarding the February 14 confrontation. The recordings would corroborate these admissions.
3. **May 1, 2023 meeting regarding the Estimator**, during which Plaintiff requested his "new compensation plan" and was provided only a commission estimator spreadsheet. The recording would establish what compensation information was disclosed or omitted during this critical pre-acceptance conversation.
4. **Meetings regarding USACE account turnover and management**, relevant to Plaintiff's claims regarding how he was recruited and the nature of the opportunity presented to him.

Upon information and belief Defendant has the technical capability to search for and retrieve these recordings using meeting URLs, participant names, and date ranges. The detailed nature of Plaintiff's request facilitates Defendant's search by providing specific identifiers.

If recordings no longer exist, Plaintiff's request asks Defendant to produce documents showing when and how the data was deleted and what retention policy applied. This is a standard discovery request designed to determine whether Defendant properly preserved evidence after receiving notice of litigation.

E. The Proposed Discovery Complies With Supreme Court Rule 213.

Defendant argues that Plaintiff's proposed interrogatories exceed the 30-interrogatory limit under Supreme Court Rule 213(c). (*See* Def. Opp. at 7). Defendant is incorrect.

Supreme Court Rule 213(c) provides: "Without leave of court... a party may serve on any other party no more than 30 interrogatories, including all discrete subparts." The rule does not prohibit sub-parts. It includes them in the count toward 30.

Plaintiff's proposed First Set of Interrogatories contains 8 interrogatories. While some contain subparts requesting specific categories of information, this is both permissible and necessary to obtain meaningful responses. For example, Interrogatory No. 1 asks for the number of Goal Modifier complaints and then asks Defendant to identify, for each complaint, the month/year, job title, channel, and disposition. These subparts are necessary to make the question answerable and the response useful.

Illinois courts have recognized that interrogatories seeking categorical breakdowns of responsive information do not constitute separate interrogatories for each category. *See Shimanovsky v. General Motors Corp.*, 181 Ill. 2d 112, 692 N.E.2d 286 (1998) (interrogatory seeking information "for each" relevant transaction constitutes a single interrogatory with related subparts). Plaintiff's interrogatories follow this format.

Moreover, Defendant has not demonstrated that responding to 8 interrogatories with subparts would be unduly burdensome. Defendant is a sophisticated corporate entity with dedicated HR, legal, and IT departments. The requested information is maintained in Defendant's ordinary business systems (EthicsPoint, HR case management, goal-setting platforms, commission systems, meeting recording archives). Compiling responsive information from these systems is exactly the type of burden Illinois discovery rules contemplate defendants will bear when defending against employment litigation.

VI. DEFENDANT'S OBJECTIONS LACK MERIT

A. Discovery Did Not Close Before Plaintiff Could Seek Discovery on First Amended Complaint Claims.

Defendant argues that Plaintiff "had ample time to conduct discovery on all his claims of retaliation" because retaliation was mentioned in the original Complaint. (*See* Def. Opp. at 5-6). This ignores that the First Amended Complaint substantially expanded the factual allegations supporting the retaliation claim.

The original Complaint asserted retaliation in a single paragraph. The First Amended Complaint pleads a detailed factual narrative including: specific dates and times of retaliatory conduct; identification of the actors involved (Josh **D.**, Felicia **S.**); the temporal proximity

between protected activity and adverse actions (48 hours); explicit references to the protected activity during the adverse action (HR's admission that the conduct was improper (E. ■■■ stating D. ■■■ "was not supposed to do that")); and the pattern of escalating adverse actions (threats, blocked transfer, forced demotion).

Plaintiff could not have sought discovery on these detailed factual allegations before they were pled. The initial discovery period closed on September 19, 2025. Plaintiff filed his Motion for Leave to Amend on August 20, 2025, and the Court granted leave on October 2, 2025. The First Amended Complaint was filed on October 31, 2025. It would have been premature to seek discovery on claims not yet authorized by the Court.

Courts routinely permit supplemental discovery after amended pleadings are filed, recognizing that parties cannot be expected to conduct discovery on claims they have not yet been permitted to assert. *See* Ill. Sup. Ct. R. 218 (court may modify discovery deadlines and authorize additional discovery as the interests of justice require).

B. Following Up on Defendant's Admissions Is Not Improper.

Defendant argues that Plaintiff's reliance on Defendant's admissions as good cause for supplemental discovery "lacks merit" because Defendant already provided the admission. (*See* Def. Opp. at 6). This argument defies logic.

When a party admits a fact in discovery, the opposing party is entitled to follow up with targeted discovery to obtain details, context, and related information. Here, Defendant admitted that at least one other employee complained about the Goal Modifier. This admission does not answer: How many employees? When? Through what channels? What happened to those complaints? Were any determined to be valid? Were refunds or adjustments provided?

These are natural and necessary follow-up questions. Defendant cannot insulate itself from further inquiry by providing minimal admissions and then claiming that any follow-up constitutes improper discovery.

C. Plaintiff Is Not Seeking Discovery He Could Have Obtained Earlier.

Defendant argues that Plaintiff "could have asked Defendant's for documents related to the topics he alleges are at issue in his motion but simply chose not to." (*See* Def. Opp. at 6). This is incorrect.

Plaintiff's initial Requests for Production sought compensation plans, commission statements, goal-setting documents, and related records. Defendant produced some responsive documents and objected to others as overbroad or unduly burdensome. Plaintiff did not serve requests for production specifically targeting: (1) EthicsPoint logs and HR complaint data (because the pattern and practice allegations were not yet developed in the First Amended Complaint); (2) Residency team comparator information (because the fraud claims were not yet fully pled with the level of detail included in the First Amended Complaint); or (3) meeting recordings for specific dates (because the retaliation timeline had not yet been refined with the precision included in the First Amended Complaint).

The First Amended Complaint is not a mere restatement of the original Complaint. It includes new counts (constructive fraud, fraudulent concealment, conversion, unjust enrichment), new factual allegations (contemporaneous text messages, Glassdoor review, detailed retaliation timeline, LOS reset, student loan default), and new damages theories (consequential damages, emotional distress from litigation conduct). Discovery tailored to these new allegations is appropriate and necessary.

D. Compliance with Supreme Court Rule 201(k)

Plaintiff has attempted to resolve these discovery issues informally. However, Defendant has maintained a position of categorical refusal, stating that their "position is clear" while continuing to rely on a 2021 offer letter from a non-party entity (CDW Direct, LLC) to block discovery regarding CDW Government LLC. Because the parties have reached a terminal impasse, further informal efforts would be futile, and this Court's intervention is required.

VII. CONCLUSION

Plaintiff seeks limited supplemental discovery narrowly tailored to the claims and factual allegations in the First Amended Complaint. The proposed discovery addresses: (1) pattern and practice evidence regarding Goal Modifier complaints (relevant to fraud, systematic IWPCA violations, and punitive damages); (2) comparator evidence regarding Residency team employment practices (relevant to fraud and IWPCA claims); (3) goal-history and change logs (relevant to IWPCA prior notice violations); and (4) meeting recordings corroborating key conversations (relevant to fraud and retaliation claims).

This discovery is proportional to the needs of the case, seeks information exclusively within Defendant's possession and control, and follows logically from Defendant's own admissions and the allegations in the First Amended Complaint. Good cause exists to permit this discovery. Defendant's objections rest on the false premise that Plaintiff should have anticipated claims he had not yet pled and sought discovery on factual allegations he had not yet made.

As demonstrated in Plaintiff's concurrent Reply in Support of Motion to Modify the Record, Defendant is using the Court's "at-will" designation to obstruct discovery into the actual employment relationship. The proposed supplemental discovery would establish whether Defendant provided written employment terms complying with IWPCA requirements, whether Plaintiff authorized wage deductions, and whether Defendant's compensation practices were systematic or isolated. This is core discovery in an employment wage case.

WHEREFORE, Plaintiff respectfully requests this Honorable Court grant his Motion and enter an order:

- (1) Granting Plaintiff leave to serve the limited supplemental discovery attached as Exhibits A, B, and C to Plaintiff's Motion (Plaintiff's First Supplemental Interrogatories, First Supplemental Requests for Production, and First Supplemental Requests to Admit) on Defendant CDW Government LLC;
- (2) Directing Defendant to answer the supplemental interrogatories, respond to the supplemental document requests, and answer the supplemental requests to admit within twenty-eight (28) days of the Court's order, or within such other time as the Court deems appropriate; and

(3) To the extent necessary, modifying any existing discovery deadlines under Supreme Court Rule 218 to permit the limited discovery described herein.

Respectfully Submitted,

/s/ Mr. Marcellus Long, MBA

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Dated: January 27, 2026

EXHIBIT LIST

Exhibit A – Plaintiff’s Proposed Supplemental Discovery.

Exhibit B – March 27, 2023 Acceptance of Employment.

Exhibit C – Defendant’s Discovery Responses.

Exhibit D – Plaintiff’s Tax Records.

EXHIBITS FOLLOW

4. “Compensation Plan” means any written or oral agreement, policy, or document in effect on Plaintiff’s compensation, wages, or commissions for the period in question.
5. “Document” means any tangible item, including writings, drawings, graphs, charts, photographs, sound recordings, images, or stored electronic data.
6. “Identify” or “Identification” of a person means stating their full name, job title, last known business address, and current relationship to CDWG.
7. “Communication” means any form of transmission or exchange of information, including but not limited to email, text message, instant message, written letter, or verbal conversation.

INSTRUCTIONS

1. These Interrogatories are propounded pursuant to Illinois Supreme Court Rule 213. Each Interrogatory shall be answered separately and fully in writing and under oath within the time prescribed by the Illinois Supreme Court Rules.
2. In these Interrogatories, “You” and “CDWG” refer to Defendant CDW Government LLC and any of its officers, directors, employees, agents, representatives, or other persons acting or purporting to act on its behalf.
3. If You contend that You cannot answer any Interrogatory in full, answer the Interrogatory to the extent possible, specify the portion that cannot be answered, and state with particularity the reasons You cannot answer the remainder, including whether the inability is based on lack of knowledge, lack of information, or an asserted objection.
4. If, after a reasonable inquiry, the information known or readily obtainable by You is

insufficient to permit a complete answer, so state and describe in general terms what efforts were made to obtain the information.

5. If You object to any Interrogatory or portion thereof, state the specific ground(s) for the objection and answer all non-objected-to portions of that Interrogatory.

6. Where an Interrogatory requests that You “Identify” a person, provide that person’s full name, job title, last known business address, and current relationship to CDWG, unless otherwise agreed or ordered by the Court.

7. Where an Interrogatory requests that You “Identify” a document, provide the type of document, its date (or approximate date), the general subject matter, and its present or last known custodian or location.

8. If You answer any Interrogatory by referring to business records pursuant to Illinois Supreme Court Rule 213(d), You shall identify the specific documents by Bates number or other precise identifier and the location where such documents may be found so that Plaintiff may locate them as readily as You can.

9. These Interrogatories are continuing in nature. If, after serving Your answers, You obtain or become aware of additional responsive information that renders any prior answer incomplete or inaccurate in any material respect, You must seasonably supplement or amend Your answers in accordance with Illinois Supreme Court Rule 213(i).

INTERROGATORIES

INTERROGATORY NO.1

In response to Plaintiff's First Requests to Admit, CDW Government LLC admitted that, within the last 5-10 years, at least one employee other than Plaintiff has complained about the Goal Modifier.

For the period from January 1, 2015, through the present, state the total number of employees of CDW Government LLC (other than Plaintiff) who have made a complaint, grievance, inquiry, or request for clarification concerning:

- (a) the Goal Modifier;
- (b) any equivalent mechanism by which commissions or amounts calculated for an employee by applying a commission rate to gross profit are reduced after that calculation; or
- (c) compensation / goaling / quota practices as they relate to commission payouts or commission deductions.

For this Interrogatory:

- (1) Include complaints or inquiries made verbally, in writing, via email, chat, hotline, EthicsPoint, HR/CWS, or any other reporting channel, including complaints made to managers, team leads, directors, or HR business partners.
- (2) For each such complaint or inquiry, identify:
 - (i) the month and year of the complaint;
 - (ii) the employee's job title at the time (you may omit the employee's name and instead assign an anonymized identifier if you wish to protect privacy);
 - (iii) the channel of the complaint (for example, manager, HR/CWS, EthicsPoint, hotline, or other); and
 - (iv) whether CDWG determined that any refund, adjustment, or plan change was warranted as a

result of the complaint, and, if so, describe the nature of any refund or adjustment.

(3) For subparts (a), (b), and (c) above, provide the total count of distinct complainants and distinct complaint events.

ANSWER:

INTERROGATORY NO. 2

For the period January 1, 2023 through December 31, 2024, with respect to employees assigned to Plaintiff's Residency Sales Team (including Plaintiff), state:

- (a) the total number of individuals employed on the Residency Team during that period;
- (b) how many of those individuals received a written offer letter and/or written compensation overview specific to their CDWG Residency role;
- (c) If the offer letter contained an "at-will" employment statement.
- (d) how many of those individuals actually signed any written authorization permitting modifications on commission payout (including authorization relating to the Goal Modifier).

ANSWER:

INTERROGATORY NO. 3

Describe in detail how the Goal Modifier operated for Plaintiff during the period May 2023 through May 2024, including:

- (a) whether the amount on the line item labeled “COMMISSION PAYOUT” was calculated by multiplying gross profit by a commission rate, and if not, describe the calculation;
- (b) when, in relation to that calculation, the Goal Modifier was applied;
- (c) whether the Goal Modifier was applied as a separate line item below the “COMMISSION PAYOUT” that reduced that amount; and
- (d) the formula used to calculate the specific dollar amount of the Goal Modifier applied to Plaintiff each month.

ANSWER:

INTERROGATORY NO. 4

With respect to the Goal Modifier:

- (a) Describe the business need for the Goal Modifier as understood by Defendant.
- (b) Identify, by full name and job title, the person or persons most knowledgeable about the original design and mechanical operation of the Goal Modifier.
- (c) Identify the full names and job titles of the individuals who originally had final authority to approve the Goal Modifier’s implementation and any material changes to its design.

ANSWER:

INTERROGATORY NO. 5

State the legal and factual basis on which Defendant relies in contending that it complied with the Illinois Wage Payment and Collection Act in connection with Plaintiff's compensation and commissions in the CDWG Residency role.

ANSWER:

INTERROGATORY NO. 6

(a) State the specific accounting treatment and financial classification given to the Goal Modifier Amount (as defined in Definition 3) for the period May 2023 through the present (i.e., was the amount classified as a reduction of accrued commission expense, an adjustment to revenue, or otherwise recognized in the Defendant's general ledger?).

(b) State whether Defendant contends that it derived no financial benefit (including reduced expense, increased profit, or time value of money) from withholding Plaintiff's funds via the Goal Modifier between May 2023 and August 4, 2023, and if not, describe the nature of that financial benefit.

ANSWER:

INTERROGATORY NO. 7

(a) approving or denying Plaintiff's requests for corrective account removals, or transfer to a non-Goal-Modifier team; and

(b) state whether Defendant admits that the person(s) identified in subpart (a) was aware, at the time of the decision, of Plaintiff's wage or commission complaints, EthicsPoint complaint, or IDOL wage complaint.

ANSWER:

INTERROGATORY NO. 8

Without regard to whether Plaintiff in fact ever achieved the percentages referenced below, state whether, under Defendant CDW Government LLC compensation policies in effect on the Plaintiff between May 2023 and May 2024:

(a) If Plaintiff's Year-to-Date (YTD) goal attainment percentage at the time of calculation was exactly 100%, the Goal Modifier percentage applied to Plaintiff for that month would be 100% such that Plaintiff would receive the full amount shown on the line item labeled "COMMISSION PAYOUT" in Plaintiff's ICM dashboard commission summary for that month.

(b) If Plaintiff's Year-to-Date (YTD) goal attainment percentage at the time of calculation was exactly 70%, the Goal Modifier percentage applied to Plaintiff for that month would be 70% such that Plaintiff would receive 70% of the amount shown on the line item labeled "COMMISSION PAYOUT" in Plaintiff's ICM dashboard commission summary for that month.

If Defendant contends that, under Plaintiff's compensation plan(s), the Goal Modifier would

Exhibit A: Proposed Supplemental Discovery

operate in any different manner in either scenario described in subparts (a) or (b), describe in detail how it would operate, including the formula, table, or business rule used to determine the Goal Modifier and its effect on the amount shown on the line item labeled “COMMISSION PAYOUT.”

ANSWER:

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, LAW DIVISION

MARCELLUS LONG

Plaintiff,

vs.

CDW GOVERNMENT LLC.

Defendant.

Case No.: 2025L007458

DATE: December 2, 2025

TIME: 9:00 AM

Judge: Hon. Thomas More Donnelly

Trial Date: Unassigned

PLAINTIFF’S FIRST REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1

Produce all documents that set forth, describe, or explain CDWG’s document retention, data retention, or information governance policies that apply to:

- (a) email systems;
- (b) chat and collaboration tools (including but not limited to MS Teams, Webex, Slack, or similar systems);
- (c) EthicsPoint or other hotline/case-management systems;
- (d) HR case or ticketing systems;
- (e) commission, payroll, and goaling systems (including Anaplan, ICM, SPS, or equivalent); and
- (f) storage of audio recordings, auto-generated transcripts, meeting captions, and related digital evidence.

This Request includes any written retention schedules, policy manuals, or guidelines describing how long such data is retained, archived, deleted, or preserved in the ordinary course of business.

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REQUEST NO. 2

Produce copies of any standard or template documents used for Residency team hires between January 1, 2023 and December 31, 2024, including:

- (a) standard CDW Government LLC Residency offer letter forms;
- (b) standard written compensation overviews, plan summaries, or “comp plans” provided to Residency hires; and
- (c) any standard at-will acknowledgments or wage/commission modification authorization forms used for Residency hires.

Personal identifiers and individualized compensation figures for other employees may be redacted. Plaintiff seeks the forms and templates, not each individual’s full personnel file.

REQUEST NO. 3

Produce a document, report, or spreadsheet (with employee names redacted) sufficient to show, for each member of the Residency Sales Team employed between January 1, 2023 and December 31, 2024:

- (a) whether a Residency-specific offer letter is recorded as issued in your onboarding or HR system;
- (b) whether an at-will acknowledgment is recorded as signed; and
- (c) whether any wage-modification or commission-modification authorization is recorded as signed.

REQUEST NO. 4

For Plaintiff, produce all goal history or goal change records for the period June 2023 through

Exhibit A: Proposed Supplemental Discovery

April 2024 from any system used to store such data (including but not limited to Anaplan, ICM, SPS, or equivalent), sufficient to show each time Plaintiff's goal was created or changed, the effective date, and the amount of the goal.

REQUEST NO. 5

Produce any non-privileged configuration, rules, or technical specification documents that describe how Plaintiff's commissions and Goal Modifier were calculated during June 2023 through May 2024, including any plan documents, configuration guides, or rate tables that show the sequence: Gross Profit → Commission Rate → "Commission Payout" → Goal Modifier → Net Payout.

REQUEST NO. 6

Produce all non-privileged documents relating to Plaintiff's January 18, 2024 EthicsPoint or HR complaint about the Goal Modifier, including:

- (a) the EthicsPoint or HR case file (with internal legal advice redacted);
- (b) any investigative notes, summaries, or findings; and
- (c) any communications to or from Plaintiff concerning the investigation or outcome.

REQUEST NO. 7

Produce the complete "Case Close Review / No Action" file identified as Report 10129 referenced in Exhibit Q to Plaintiff's FAC, including any drafts, attachments, and non-privileged supporting documents that were reviewed or generated in connection with that Case Close Review, as well as any document showing the date on which Case Close Review / Report 10129

Exhibit A: Proposed Supplemental Discovery

was finalized. This Request further includes, without limitation, any documents used to inform or influence the Case Close Review, including notes or memoranda of interviews with Plaintiff's co-workers or other witnesses regarding Plaintiff's complaint, all non-privileged email communications relating to Plaintiff's complaint that were reviewed, relied upon, or generated in connection with Case Close Review 10129, and any non-privileged audio or video recordings or auto-generated transcripts created or reviewed as part of the investigation that culminated in Case Close Review 10129.

REQUEST NO. 8

For the Pattern Period, produce any reports, summaries, or dashboards (with employee names redacted) that aggregate or track employee complaints regarding the Goal Modifier, commission modifications tied to goal attainment, or goaling/quota practices, including but not limited to:

- (a) EthicsPoint or hotline summary reports;
- (b) HR case system summary reports; and
- (c) any periodic management reports summarizing compensation-related complaints.

REQUEST NO. 9

Produce all written policies, guidelines, or procedures in effect between January 1, 2023 and May 31, 2024 that address:

- (a) the Goal Modifier;
- (b) commission or incentive compensation modifications; or
- (c) requirements for obtaining written authorization for modifications to wages or commissions.

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REQUEST NO. 10

Produce all non-privileged communications between June 1, 2023 and August 31, 2023 that refer to Plaintiff's May 2023 Goal Modifier modification (the 263.72 amount) and any effort to refund or "pay back" that amount, including communications among management, HR, Payroll, "The Commish," or any compensation operations personnel.

REQUEST NO. 11

To the extent Defendant has already conducted any internal audit or review of Plaintiff's goaling or compensation records that involved searching goal history/change logs, quota/target assignment tables, approval workflows, or similar systems (as referenced in Defendant's responses and objections to Plaintiff's Requests to Admit), produce any non-privileged written reports, summaries, or presentations reflecting the scope, findings, or results of that audit or review.

REQUEST NO. 12

Produce all non-privileged communications with the Illinois Department of Labor relating to Plaintiff's wage or commission complaint, including:

- (a) Plaintiff's IDOL complaint or intake form (if in Defendant's possession);
- (b) Defendant's written responses or submissions to IDOL; and
- (c) any final determination or closure letter issued by IDOL to Defendant regarding Plaintiff.

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REQUEST NO. 13

Produce any non-privileged written training materials, slide decks, or guidance documents used between January 1, 2020 and the present to train managers or payroll/compensation personnel on:

- (a) Illinois Wage Payment and Collection Act compliance; or
- (b) obtaining written authorization for wage or commission modifications.

REQUEST NO. 14

In light of Defendant's admission that at least one other employee complained about the Goal Modifier within the last 5–10 years, produce documents sufficient to show:

- (a) the date of each such complaint;
- (b) the general nature of the complaint (e.g., "Goal Modifier modified commissions"); and
- (c) whether the complaint was resolved by payment/refund, policy change, or "no action."

Names and personal identifiers of the other employees may be redacted.

REQUEST NO. 15

Produce documents sufficient to show whether, after Plaintiff's June 21, 2023 wage complaint and January 18, 2024 EthicsPoint complaint, Defendant made any changes to:

- (a) the Goal Modifier mechanism;
- (b) Residency team goals or goaling methodology; or
- (c) written compensation disclosures or templates used for Residency hires.

Exhibit A: Proposed Supplemental Discovery

REQUEST NO. 16

Produce all documents identified, referenced, or relied upon in answering Plaintiff's First Supplemental Interrogatories, to the extent not already produced in response to another Request.

REQUEST NO. 17

Produce all non-privileged emails, messages, notes, audio or video recordings, transcripts, and other documents reflecting communications between James ("Jim") E. [REDACTED] and manager Josh D. [REDACTED] regarding Plaintiff and the confrontation that occurred on or about February 14, 2024 in connection with Plaintiff's wage complaint and "case close" review, including any follow-up discussions, debriefs, or summaries in which E. [REDACTED] stated he would "address" the confrontation with D. [REDACTED]

REQUEST NO. 18

Produce all video recordings, audio recordings, transcripts (including AI-generated or auto-generated transcripts), presentation slide decks, meeting invitations, in-meeting chat logs, Q&A logs, post-meeting summaries, and related digital artifacts for the company meeting titled "How Do I Get Paid? Let's Talk Goals, and Commissions," identified as Session 1 of 3 and held on or about February 6, 2024.

In addition, produce any non-privileged emails and related documents between Coworker Services and the group self-identified as "The Commish: Mark N., Duke K., Zach R., Stephanie P., and Mark L.? [REDACTED] concerning that meeting or its subject matter (goals, Goal Modifier, commissions, or how employees are paid), including emails sent from or to [REDACTED] relating to the invitation, planning, content, or follow-up to that

session.

REQUEST FOR PRODUCTION NO. 19

Produce all non-privileged audio recordings, video recordings, transcripts (including AI-generated or auto-generated transcripts), in-meeting chat logs, post-meeting summaries, call detail records, attendance/participant reports, internal notes, tickets, and other digital artifacts for any Microsoft Teams, Webex, Cisco desk phone/softphone, or similar platform sessions that correspond to, or fall within the time windows of, the following meetings and calls involving Plaintiff and/or the CDWG personnel identified below, to the extent such materials exist and are reasonably retrievable.

For avoidance of doubt, this Request expressly includes (a) any meeting or conference that Plaintiff joined by dialing in from his CDWG Cisco desk phone or work line; and (b) all recordings and call data for such dial-in connections.

(A) Sessions involving Yemi O. [REDACTED] and Plaintiff

Including, without limitation, the following date and time windows (all times approximate):

1. January 25, 2023 – MS Teams call with Yemi (Microsoft Teams or Webex) between 3:00 p.m. and 4:00 p.m.
2. March 22, 2023 – MS Teams call with Yemi between 3:00 p.m. and 5:00 p.m.
3. May 9, 2023 – MS Teams call from Yemi between 2:00 p.m. and 4:00 p.m.
4. May 12, 2023 – MS Teams call with Yemi between 8:00 a.m. and 10:00 a.m.
5. May 17, 2023 – MS Teams call with Yemi between 3:00 p.m. and 6:00 p.m.
6. May 22, 2023 – MS Teams call from Yemi between 9:00 a.m. and 12:00 p.m.
7. May 24, 2023 – MS Teams call with Yemi between 8:00 a.m. and 12:00 p.m.

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8. May 26, 2023 – MS Teams call from Yemi between 2:00 p.m. and 6:00 p.m.
9. June 19, 2023 – MS Teams call with Yemi between 3:00 p.m. and 6:00 p.m.
10. June 22, 2023 – MS Teams call from Yemi between 8:00 a.m. and 12:00 p.m., and a second call that same date between 2:00 p.m. and 4:00 p.m.
11. June 29, 2023 – MS Teams call from Yemi between 10:00 a.m. and 12:00 p.m.
12. July 7, 2023 – MS Teams call from Plaintiff to Yemi between 1:00 p.m. and 4:00 p.m.
13. July 11, 2023 – MS Teams call from Yemi between 2:00 p.m. and 5:00 p.m.
14. July 31, 2023 – MS Teams call with Yemi between 11:00 a.m. and 3:00 p.m.
15. August 11, 2023 – MS Teams call from Yemi between 10:00 a.m. and 1:00 p.m.
16. September 13, 2023 – MS Teams call from Yemi between 1:00 p.m. and 3:00 p.m.
17. September 25, 2023 – Meeting with Yemi (MS Teams or Webex) at or around 3:00 p.m.
18. September 29, 2023 – Calls involving Yemi, including:
 - Call from Plaintiff's work phone to Yemi's cell phone between 11:00 a.m. and 12:00 p.m.
 - Call from Plaintiff to Yemi's desk phone (number ending in 6237) at approximately 12:45 p.m.
19. October 10, 2023 – Call from Yemi to Plaintiff's work line between approximately 9:30 a.m. and 10:00 a.m.
20. October 16, 2023 – Call from Yemi to Plaintiff's work line at approximately 12:45 p.m.
21. October 24, 2023 – Call from Plaintiff's work phone to Yemi's cell phone between approximately 2:45 p.m. and 4:00 p.m.
22. November 20, 2023 – MS Teams call from Yemi at approximately 9:30 a.m.
23. November 30, 2023 – All MS Teams chats, calls, tickets, and other digital artifacts relating to Plaintiff's commission inquiry that day, including the Teams follow-up from Yemi stating

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that he sent Plaintiff's inquiry to commissions and any associated tickets or case numbers.

24. December 12, 2023 – MS Teams call with Yemi sometime after 4:30 p.m.
25. December 13, 2023 – All MS Teams or desk-phone calls between Plaintiff and Yemi.
26. January 3, 2024 – MS Teams or Webex call with Yemi at approximately 1:00 p.m.
27. January 4, 2024 – All calls or MS Teams/Webex meetings between Plaintiff and Yemi that day.
28. January 16, 2024 – Any meeting(s) between Plaintiff and Yemi that day.
29. January 26, 2024 – MS Teams call from Plaintiff to Yemi after 11:00 a.m.
30. January 30, 2024 – All MS Teams/Webex calls and digital communications between Plaintiff and Yemi that day, and any digital communications (including MS Teams, email, or call logs) reflecting conversations about Plaintiff ordering from Carahsoft and/or conversations about Plaintiff between Yemi and Stephanie P. [REDACTED]
31. April 2, 2024 – MS Teams or Webex call with Yemi at approximately 10:00 a.m.
32. March 29, 2024 – MS Teams call from Yemi to Plaintiff after 1:00 p.m.
33. May 3, 2024 – Call from Yemi to Plaintiff's desk phone after 9:00 a.m.

(B) Sessions involving Plaintiff and manager Josh D. [REDACTED] (including Webex link)

Including, without limitation:

1. February 14, 2023 – Webex or similar 1:1 meeting between Plaintiff and manager Josh D. [REDACTED] in which, upon information and belief, D. [REDACTED] stated to Plaintiff words to the effect of “there is no use in keeping you around if you don't want to be here,” or similar language regarding Plaintiff's continued employment.
2. Confirmed Webex meeting on May 1, 2023 at 2:00 p.m., titled “Josh/Marcellus Sync.”
3. 1:1 with Josh on May 10, 2023 at 3:00 p.m.

Exhibit A: Proposed Supplemental Discovery

4. ART/IDP meeting with Josh on May 17, 2023 at 3:00 p.m. via Webex.
5. 1:1 meeting with Josh on June 12, 2023 at 2:00 p.m. via Webex.
6. ART/IDP meeting with Josh on June 21, 2023 at 12:30 p.m. via Webex.
7. Account Cleanup Team Meeting on June 26, 2023 at 3:00 p.m. via Webex.
8. 1:1 meeting with Josh on July 14, 2023 at 12:00 p.m. via Webex.
9. ART/IDP meeting with Josh on July 19, 2023 at 3:30 p.m. via Webex.
10. ART/IDP meeting with Josh on August 16, 2023 at 10:00 a.m. via Webex.
11. 1:1 meeting with Josh on September 13, 2023 at 10:30 a.m. via Webex.
12. Phone call from Plaintiff's Cisco desk phone to Josh (Cisco extension 50348) on or about January 17, 2024 at approximately 9:45 a.m., regarding compensation.
13. The February 14, 2024 video call(s) and/or Webex/MS Teams session(s) between Plaintiff and Josh concerning Plaintiff's "Case Close" review and/or wage complaint, at any time that day. This Request expressly includes all recordings, transcripts, chat logs, attendance reports, call detail records, and back-end or archived data retrievable through CDWG's enterprise Webex instance associated with the **meeting URL: <https://cdwmeet.webex.com/meet/joshdon>** or any equivalent meeting ID or recurring meeting object associated with that URL, for all meetings listed above that used that Webex link.

(C) Sessions and documents regarding USACE / Davarius Peoples / ITES-3H / CHESS

Produce all recordings, transcripts, chat logs, call logs, notes, tickets, and related digital artifacts for:

1. The "USACE Sync" meeting held on or about June 5, 2023 at 2:30 p.m., between Plaintiff and Emily N. (the prior USACE account manager and a likely trial witness), at which N. turned over the USACE account to Plaintiff.
2. Any meeting titled or described as "Conversation about DoD Opportunity" with Yemi

Exhibit A: Proposed Supplemental Discovery

(Webex, approximately 5:00–5:30 p.m., on or about January 2023), including any sub-chats or in-meeting notes.

3. Any MS Teams/Webex or other virtual meetings and recorded calls between Yemi O. [REDACTED] and Cory S. [REDACTED] and/or other CDWG leadership, regarding USACE, Davarius Peoples, ITES-3H, CHESS, or turnover/management of Plaintiff's USACE account.

4. Any recorded calls or digital artifacts corresponding to emails or discussions between Cory S. [REDACTED] and "JR" (Peter K. [REDACTED]) regarding ITES-3H and CHESS that concern Plaintiff's role, opportunities, or compensation.

(D) General (Desk-phone recording practice)

Upon information and belief, CDWG's Cisco enterprise desk-phone and softphone system routinely records calls for quality, training, compliance, or similar business purposes, and the calls and sessions identified in Parts (A)–(C) above were, upon information and belief, required to and should have been recorded by Defendant's enterprise call-recording system.

Accordingly, to the extent any of the sessions listed in Parts (A)–(C) above were conducted via Cisco enterprise telephony (desk phones or softphones), this Request includes:

1. Any call-recording audio maintained for quality, training, compliance, or similar business purposes;
2. The call detail records (CDRs) showing date, time, duration, originating and receiving numbers/extensions; and
3. Any internal notes, follow-up tickets, or summaries created by CDWG personnel in connection with those calls.

If any recordings, transcripts, chat logs, or other digital artifacts responsive to this Request no longer exist or are no longer retrievable, produce documents sufficient to show:

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- when and how such data was deleted or became unavailable;
- what retention policy or practice governed that deletion; and
- whether any litigation hold, preservation notice, or other legal hold applied or should have

applied to such data in connection with Plaintiff's wage complaint, EthicsPoint complaint, IDOL complaint, or this lawsuit.

(E) Sessions involving Plaintiff and James ("Jim") E. [REDACTED] regarding wage complaint

In addition to the sessions listed above, produce all recordings, transcripts, chat logs, call logs, notes, tickets, and other digital artifacts for:

1. January 22, 2024 – The initial call or virtual meeting between Plaintiff and James ("Jim") E. [REDACTED] regarding Plaintiff's wage complaint and the EthicsPoint / HR matter, including any Microsoft Teams, Webex, or Cisco desk-phone/softphone session(s) on or about that date at any time.

2. On or about February 14, 2024 – The "case close" review meeting between Plaintiff and James ("Jim") E. [REDACTED] regarding Plaintiff's wage complaint, including the Webex or similar virtual meeting titled "Follow up conversation," and any associated audio/video recording, transcript, in-meeting chat, post-meeting summary, or call detail record for that session.

To the extent either of these sessions involved Plaintiff dialing in from his CDWG Cisco desk phone or work line, this Request includes all associated enterprise call recordings and call detail records, as described in Section (D) above.

For avoidance of doubt, Plaintiff notes that, upon information and belief, Cisco's Webex enterprise platform supports legal hold and eDiscovery functionality that allows organizations to preserve Webex meetings content, recordings, messages, and call detail records beyond ordinary retention periods in connection with litigation or investigations. To the extent Defendant fails or

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refuses to produce recordings, transcripts, call detail records, or other Webex-related digital artifacts responsive to this Request, Plaintiff expressly reserves the right to seek such information directly from Cisco Systems, Inc. (including its Webex division), and from any other relevant third party, by subpoena or other lawful process, without prejudice to Plaintiff's right to seek appropriate relief for any failure to preserve or produce such evidence.

For further avoidance of doubt, Plaintiff also notes that, upon information and belief, Microsoft 365 and Microsoft Teams provide legal hold and eDiscovery capabilities that allow organizations to preserve Teams chat messages (including 1:1 chats, group chats, and private or shared channel conversations), associated files stored in SharePoint and OneDrive, and related compliance copies of messages beyond ordinary retention periods in connection with litigation or investigations. To the extent Defendant fails or refuses to produce Teams messages, Teams-related files, or other Microsoft 365 / Teams artifacts responsive to this Request, Plaintiff expressly reserves the right to seek such information directly from Microsoft Corporation (including its Microsoft 365 and Teams divisions), and from any other relevant third party, by subpoena or other lawful process, without prejudice to Plaintiff's right to seek appropriate relief for any failure to preserve or produce such evidence.

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employees, agents, or representatives acting or purporting to act on its behalf.

3. “Goal Modifier” means the separate line item labeled “Goal Modifier” that appears on the last page of Plaintiff’s commission summaries, modifying the amount labeled “Commission Payout.”
4. “Residency team” or “Residency group” refers to the team or group of Residency Account Representatives and Account Managers with whom Plaintiff worked following his transfer to CDW Government LLC in or around May 2023.
5. “EthicsPoint complaint” refers to Plaintiff’s January 18, 2024 complaint submitted through Defendant’s EthicsPoint or similar internal reporting system.
6. [REDACTED] means Joshua (Josh) [REDACTED] D., [REDACTED] a manager employed by CDW Government LLC.
7. [REDACTED] means Yemi (Oluyemi) [REDACTED] O., [REDACTED] a manager employed by CDW Government LLC.
8. “February 14, 2024 Meeting” means the one-on-one Webex (or similar platform) meeting between Plaintiff and [REDACTED] D. that occurred on or about February 14, 2024.

REQUESTS TO ADMIT

REQUEST NO. 1

Admit that on or about April 11, 2023, CDW Government LLC manager Yemi [REDACTED] O. sent an email to Plaintiff regarding Plaintiff’s anticipated start date in the CDW Government LLC Residency role.

ANSWER:

REQUEST NO. 2

Admit that in the April 11, 2023 email described in Request No. 1, Mr. [REDACTED] stated that he had connected with the Coworker Services (CWS) Business Partner and the Residency Director regarding Plaintiff's anticipated start date in the CDW Government LLC Residency role.

ANSWER:

REQUEST NO. 3

Admit that in the April 11, 2023 email described in Request No. 1, Mr. [REDACTED] told Plaintiff that, as to whether there was anything Plaintiff needed to do "on [his] end," Mr. [REDACTED] would check with Coworker Services and let Plaintiff know.

ANSWER:

REQUEST NO. 4

Admit that before Plaintiff began working in his CDW Government LLC Residency role in or around May 2023, CDW Government LLC did not send Plaintiff a CDW Government LLC-specific written offer letter for that Residency role.

ANSWER:

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REQUEST NO. 5

Admit that before Plaintiff began working in his CDW Government LLC Residency role in or around May 2023, CDW Government LLC did not send Plaintiff a CDW Government LLC-specific at-will employment acknowledgment for that Residency role to review and sign.

ANSWER:

REQUEST NO. 6

Admit that on or about February 14, 2024, Plaintiff participated in a one-on-one Webex (or similar virtual platform) meeting with CDW Government LLC manager Joshua (“Josh”) D. [REDACTED]

ANSWER:

REQUEST NO. 7

Admit that the primary focus of the February 14, 2024 meeting between Plaintiff and Mr. D. [REDACTED] described in Request No. 6 was Plaintiff’s wage or commission complaints (including complaints about the Goal Modifier), Plaintiff’s compensation or goal setting, and/or Plaintiff’s internal job search within CDW Government LLC.

ANSWER:

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REQUEST NO. 8

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and Mr. [REDACTED] Mr. [REDACTED] told Plaintiff, in substance, that Plaintiff had “handled it the wrong way” in raising concerns or complaints about his compensation and/or the Goal Modifier.

ANSWER:

REQUEST NO. 9

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and Mr. [REDACTED] Mr. [REDACTED] told Plaintiff, in substance, that Plaintiff could have obtained his compensation plan himself.

ANSWER:

REQUEST NO. 10

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and Mr. [REDACTED] Mr. [REDACTED] criticized Plaintiff for looking for a new job within CDW Government LLC without first informing Mr. [REDACTED] or Mr. [REDACTED] referring to “everything” Mr. [REDACTED] had done for Plaintiff, or words to that effect.

ANSWER:

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REQUEST NO. 11

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and Mr.

█, Mr. █ told Plaintiff words to the effect that “there’s no use keeping you around if you don’t want to be here,” or substantially similar language, in connection with Plaintiff’s complaints or concerns about his compensation and/or the Goal Modifier, including Plaintiff’s stated desire to transfer to a different team without the Goal Modifier.

ANSWER:

REQUEST NO. 12

Admit that on or about June 21, 2023, after Plaintiff complained in writing about the Goal Modifier deduction from his May 2023 commissions, Mr. █ described the Goal Modifier to Plaintiff as a penalty for not hitting goal.

ANSWER:

REQUEST NO. 13

Admit that on or about June 21, 2023, after Plaintiff complained in writing about the Goal Modifier deduction from his May 2023 commissions, Mr. █ told Plaintiff, in substance, that “a lot of people do not like it; you are not alone.”

ANSWER:

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REQUEST NO. 14

Admit that at no time during any written or verbal communication with Plaintiff did Mr.

o. state to Plaintiff that the Goal Modifier was “company policy,” or use the phrase “it is company policy” to describe the Goal Modifier.

ANSWER:

REQUEST NO. 15

Admit that before Plaintiff’s May 2023 commissions were modified by application of a Goal Modifier, CDW Government LLC did not provide Plaintiff with any written explanation of how and why the Goal Modifier would modify the amount shown on the line item labeled “COMMISSION PAYOUT” on his commission summary.

ANSWER:

REQUEST NO. 16

Admit that, before any Goal Modifier was applied to modify the amount shown on the line item labeled “COMMISSION PAYOUT” on Plaintiff’s May 2023 commission summary, CDW Government LLC did not obtain from Plaintiff any signed, written authorization expressly consenting to such modification.

ANSWER:

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REQUEST NO. 17

Admit that CDW Government LLC uses or has used a standard or template written offer letter and/or compensation overview document when hiring or placing employees into the CDW Government LLC Residency team role that Plaintiff held in 2023.

ANSWER:

REQUEST NO. 18

Admit that, as of May 23, 2025, at least one individual employed as a Residency team Account Representative on Plaintiff's Residency team had been provided by CDW Government LLC with a written offer letter that included a compensation overview for the CDW Government LLC Residency role.

ANSWER:

REQUEST NO. 19

Admit that Plaintiff, Marcellus Long, was not provided with a written offer letter that included a compensation overview for the CDW Government LLC Residency role prior to beginning work in that role.

ANSWER:

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REQUEST NO. 20

Admit that CDW Government LLC submitted one or more written responses and/or position statements to the Illinois Department of Labor concerning Plaintiff's Illinois Wage Payment and Collection Act wage complaint.

ANSWER:

REQUEST NO. 21

Admit that CDW Government LLC has in its possession, custody, or control copies of all written responses, position statements, and supporting materials that CDW Government LLC sent to the Illinois Department of Labor in connection with Plaintiff's Illinois Wage Payment and Collection Act wage complaint and retaliation allegations.

ANSWER:

REQUEST NO. 22

Admit that CDW Government LLC did not send Plaintiff a copy of any written response or position statement that CDW Government LLC submitted to the Illinois Department of Labor concerning Plaintiff's underlying Illinois Wage Payment and Collection Act wage complaint, (not the retaliation claim but the actual wage complaint was not sent).

ANSWER:

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REQUEST NO. 23

Admit that Plaintiff's internal wage complaint regarding the Goal Modifier and his commissions was assigned to James ("Jim") E., a Senior Coworker Relations Business Partner at CDW.

ANSWER:

REQUEST NO. 24

Admit that, during a meeting in or about January 2024 between Plaintiff and James E. regarding Plaintiff's wage complaint, Mr. E. told Plaintiff that he believed Plaintiff's wage complaint was valid and that he would open an investigation into the complaint.

ANSWER:

REQUEST NO. 25

Admit that, during a meeting in or about January 2024 between Plaintiff and James E. regarding Plaintiff's wage complaint, Mr. E. told Plaintiff, in substance, that the manner in which Plaintiff had been hired into the CDW Government LLC Residency role was not typically how CDW Government LLC hires workers.

ANSWER:

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REQUEST NO. 26

Admit that during a meeting on or about January 22, 2024, between Plaintiff and James E. [REDACTED] regarding Plaintiff's wage complaint, Mr. E. [REDACTED] instructed Plaintiff not to discuss his wage complaint with any employees outside of Mr. E. [REDACTED]

ANSWER:

REQUEST NO. 27

Admit that during the January 22, 2024 meeting described in Request No. 26, Mr. E. [REDACTED] further instructed Plaintiff that if anyone addressed Plaintiff's wage complaint directly to Plaintiff outside of Mr. E., [REDACTED] Plaintiff should notify Mr. E. [REDACTED] immediately.

ANSWER:

REQUEST NO. 28

Admit that on or about February 14, 2024, Plaintiff participated in a Webex (or similar platform) meeting with James E. [REDACTED] regarding Plaintiff's wage complaint.

ANSWER:

REQUEST NO. 29

Admit that during the February 14, 2024 Webex or virtual meeting between Plaintiff and James

Exhibit A: Proposed Supplemental Discovery

E. described in Request No. 28, Plaintiff informed Mr. E. about his earlier interaction with manager Josh D. on or about February 14, 2024 concerning Plaintiff's wage complaint.

ANSWER:

REQUEST NO. 30

Admit that, in response to Plaintiff's report about his February 14, 2024 interaction with Mr.

D. concerning Plaintiff's wage complaint, Mr. E. told Plaintiff, in substance, that Mr.

D. was not supposed to do that and that Mr. E. was going to address the matter with Mr.

D.

ANSWER:

Exhibit B – March 27, 2023 Acceptance of Employment.

Stephan [redacted] Chat Shared Storyline [plus icon]

Monday, March 27, 2023

Stephan [redacted] 3/27/2023 11:20 AM
Hi Marcellus - Have you made a decision on the move to DoD yet? They are reaching out to us asking where we are with the decision.

3/27/2023 11:44 AM
Hi Stephan, I really appreciate the time that you have taken to meet with me and follow up. I also met with Merissa and Sam for their feedback and at this point feel that I have made the decision to go to DoD sales. I feel very fortunate to have gotten to know everyone and the experiences that I have had thus far being a part of SCCW.

Stephan [redacted] 3/27/2023 11:47 AM
Great! I will let leadership know.

Merissa will most likely be in touch with next steps if not myself or Yemi.

3/27/2023 11:49 AM
Okay sounds good

FILED DATE: 1/28/2026 4:18 PM 2025L007458

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

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

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

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

I. DEFINITIONS

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

“Plaintiff” means Marcellus Long.

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

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

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

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

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

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

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

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

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

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

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

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

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

DEFENDANT'S OBJECTIONS TO PLAINTIFF'S DEFINITIONS:

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

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

II. INSTRUCTIONS

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

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

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

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

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

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

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

DEFENDANT'S OBJECTION TO PLAINTIFF'S INSTRUCTIONS:

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

DEFENDANT'S RESPONSES AND OBJECTIONS TO PLAINTIFF'S REQUESTS

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

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

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

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

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

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

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

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

RESPONSE: Admitted.

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

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

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

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

RESPONSE: Admitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated: October 1, 2025

Respectfully submitted,

CDW GOVERNMENT, LLC.,

s/Joel Zeid

Attorney for Defendant

Joel Zeid

Joel Zeid (IL ARDC #6340061)

Jzeid@fordharrison.com

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Phone: [REDACTED]
Fax: [REDACTED]
Cook County Atty No. 43346

CERTIFICATE OF SERVICE

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

Marcellus Long (legal@marcelluslong.com)

s/Joel Zeid
Attorney for Defendant
Joel Zeid

Joel Zeid (IL ARDC #6340061)
Jzeid@fordharrison.com
FORDHARRISON LLP
180 N. Stetson Ave., Suite 1660
Chicago, IL 60601
Phone: (312) 960-6119

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

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

DECLARATION OF KIMBERLY B.

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

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

Dated: 10/1/2025

Signed /s/ Kimberly B.

Exhibit D – Plaintiff’s Tax Records (2 Pages)

FILED DATE: 1/28/2026 4:18 PM 2025L007458

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

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

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

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

7 Social security tips	1 Wages, tips, other comp. 85922.38	2 Federal income tax withheld 12691.01
8 Allocated tips	3 Social security wages 85922.38	4 Social security tax withheld 5327.19
9 [REDACTED]	5 Medicare wages and tips 85922.38	6 Medicare tax withheld 1245.87
10 Dependent care benefits	11 Nonqualified plans	12a See instructions for box 12 AA 8575.51
13 Statutory employee <input type="checkbox"/> Retirement plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>	14 Other	12b DD 7271.16
b Employer identification number (EIN) [REDACTED] 0079		12c
a Employee's social security no. [REDACTED]		12d
15 State IL 3645300790003	16 State wages, tips, etc. 79077.58	17 State income tax 3804.43
18 Local wages, tips, etc.		19 Local income tax
20 Locality name		

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

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

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

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

7 Social security tips	1 Wages, tips, other comp. 28126.90	2 Federal income tax withheld 3747.61
8 Allocated tips	3 Social security wages 28126.90	4 Social security tax withheld 1743.87
9 [REDACTED]	5 Medicare wages and tips 28126.90	6 Medicare tax withheld 407.84
10 Dependent care benefits	11 Nonqualified plans	12a See instructions for box 12 AA 2993.48
13 Statutory employee <input type="checkbox"/> Retirement plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>	14 Other	12b DD 674.20
b Employer identification number (EIN) [REDACTED] 0079		12c
a Employee's social security no. [REDACTED]		12d
15 State IL 3645300790003	16 State wages, tips, etc. 28126.90	17 State income tax 1343.84
18 Local wages, tips, etc.		19 Local income tax
20 Locality name		

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

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

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

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

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

7 Social security tips	1 Wages, tips, other comp. 36836.30	2 Federal income tax withheld 4219.86
8 Allocated tips	3 Social security wages 36836.30	4 Social security tax withheld 2283.85
9 [REDACTED]	5 Medicare wages and tips 36836.30	6 Medicare tax withheld 534.13
10 Dependent care benefits	11 Nonqualified plans	12a See instructions for box 12 AA 3365.90
13 Statutory employee <input type="checkbox"/> Retirement plan <input checked="" type="checkbox"/> Third-party sick pay <input type="checkbox"/>	14 Other	12b DD 6980.46
b Employer identification number (EIN) [REDACTED] 0110		12c
a Employee's social security no. [REDACTED]		12d
15 State IL 3642301100009	16 State wages, tips, etc. 36836.30	17 State income tax 1745.71
18 Local wages, tips, etc.		19 Local income tax
20 Locality name		

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

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

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

Your first name and middle initial: **MARCELLUS** Last name: **LONG** Social Security number: **7 0 4 4**

If joint return, spouse's first name and middle initial: _____ Last name: _____ Social Security number: _____

Filing Status Single Married filing jointly (even if only one had income) Head of household (HOH) Married filing separately (MFS) Qualifying surviving spouse (QSS) If treating a nonresident alien or dual-status alien spouse as a U.S. resident for the entire tax year, check the box and enter their name (see instructions and attach statement if required): _____

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

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

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

Dependents (see instructions):

(1) First name	Last name	(2) Social security number	(3) Relationship to you	(4) Child tax credit	Credit for other dependents
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>

Income

1a	Total amount from Form(s) W-2, box 1 (see instructions)	1a	49010
b	Household employee wages not reported on Form(s) W-2	1b	
c	Tip income not reported on line 1a (see instructions)	1c	
d	Medicaid waiver payments not reported on Form(s) W-2 (see instructions)	1d	
e	Taxable dependent care benefits from Form 2441, line 26	1e	
f	Employer-provided adoption benefits from Form 8839, line 29	1f	
g	Wages from Form 8919, line 6	1g	
h	Other earned income (see instructions)	1h	
i	Nontaxable combat pay election (see instructions)	1i	
z	Add lines 1a through 1h	1z	49010

Attach Sch. B if required.

2a	Tax-exempt interest	2a		b	Taxable interest	2b	
3a	Qualified dividends	3a		b	Ordinary dividends	3b	
4a	IRA distributions	4a		b	Taxable amount	4b	
5a	Pensions and annuities	5a	16368	b	Taxable amount	5b	6152
6a	Social security benefits	6a		b	Taxable amount	6b	
c	If you elect to use the lump-sum election method, check here (see instructions)						
7	Capital gain or (loss). Attach Schedule D if required. If not required, check here			7			
8	Additional income from Schedule 1, line 10			8			
9	Add lines 1z, 2b, 3b, 4b, 5b, 6b, 7, and 8. This is your total income			9			55162
10	Adjustments to income from Schedule 1, line 26			10			300
11	Subtract line 10 from line 9. This is your adjusted gross income			11			54862
12	Standard deduction or itemized deductions (from Schedule A)			12			14600
13	Qualified business income deduction from Form 8995 or Form 8995-A			13			
14	Add lines 12 and 13			14			14600
15	Subtract line 14 from line 11. If zero or less, enter -0-. This is your taxable income			15			40262

CERTIFICATE OF SERVICE

The undersigned certifies that on or around Jan 27, 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