

DEFENDANT'S REQUEST: "Every written statement made by Defendant or its agents that you contend constitutes an admission or declaration against interest, or on which you intend to rely as evidence or support for any of your claims."

SUPPLEMENTAL RESPONSE: Plaintiff supplementally identifies two additional written statements constituting admissions or declarations against interest. **First**, the email dated March 27, 2026 from Mike D., Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, announcing that "beginning this year, all coworkers on a bonus or commission administered through ICM will be asked to formally acknowledge they have received [the compensation] plan," and describing the obtaining of "a copy of [the compensation] plan and [a] signed acknowledgement" as a "best practice" that "helps ensure clarity and shared understanding of plan terms and expectations." The qualifier "beginning this year" is the operative declaration against interest, demonstrating that the stated best practice was not in place prior to 2026. **Second**, an email dated January 28, 2026 from Mike D., Senior Director of Global Compensation, the officer responsible for governing Defendant's compensation plans, BCC'd to all sales coworkers, stating that as of that date, the second-to-last day of January 2026, "goals have not yet been loaded, so any goal-based bonus plans or goal modifiers will not calculate at this time." The same email thread includes Mr. D.'s earlier statement of January 8, 2026 indicating that January 2026 goals would not be loaded until "the week of January 26th" and would be "Preliminary goals and subject to change based on final 2026 planning". The January 28, 2026 D. statement is responsive on two grounds: it uses the term "goal modifiers" in Defendant's own written voice, an institutional admission that the mechanism is real and operative within Defendant's compensation system, and

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

REQUEST FOR PRODUCTION NO. 20 SUPPLEMENT:

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

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

coworkers, stating that as of that date, the second-to-last day of January 2026, "goals have not yet been loaded, so any goal-based bonus plans or goal modifiers will not calculate at this time." The same email thread includes Mr. D.'s earlier statement of January 8, 2026 indicating that January 2026 goals would not be loaded until "the week of January 26th" and would be "Preliminary goals and subject to change based on final 2026 planning", which is responsive because the May 7, 2026 agreement retroactively reallocates negative gross profit into the January 2026 performance period during which, by Mr. D.'s own admission, no goal had been loaded and the goal-based mechanics could not calculate. The supplemental documents identified herein are illustrative and do not represent the full universe of responsive materials.

REQUEST FOR PRODUCTION NO. 21 SUPPLEMENT:

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

SUPPLEMENTAL RESPONSE: Count VI of the operative First Amended Complaint is pleaded under 820 ILCS 115/14(c), which prohibits an employer from "discharging or in any other manner discriminating against" an employee for engaging in protected wage-complaint activity. Plaintiff supplementally identifies the May 7, 2026 documents described in RFP 20 Supplement above as responsive to this request. These documents establish that on the same day Plaintiff filed his Amended Motion to Strike Improper Certifications, Plaintiff was subjected to a demand to execute, under deadline pressure, an instrument with a third-party entity to which he has no employment relationship, to consent to wage reductions, and to sign a document containing language operating as an attempted litigation admission on the actively contested at-

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

REQUEST FOR PRODUCTION NO. 22 SUPPLEMENT:

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

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

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

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

These supplemental responses are provided without waiving any objections previously asserted in Plaintiff's original responses and without limitation of Plaintiff's right to introduce additional evidence at trial or in support of dispositive motions. Plaintiff respectfully reminds Defendant of its corresponding continuing duty under Rule 214(d) to seasonably supplement its own document productions.

/s/ Mr. Marcellus Long, MBA

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

CERTIFICATE OF SERVICE

The undersigned certifies that on or around May 11, 2026, a true and correct copy of the foregoing Plaintiff's Supplemental Responses to Requests for Production was served upon

Defendant's counsel of record at **FordHarrison LLP** via email to JZeid@fordharrison.com, JOConnor@fordharrison.com, and CThorstenson@fordharrison.com in compliance with Illinois Supreme Court Rule 11.

/s/ Mr. Marcellus Long, MBA