

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

MARCELLUS LONG,
Plaintiff,
v.
CDW GOVERNMENT LLC,
Defendant.

Case No.: 2025L007458
Hearing: August 20, 2026, 10:00 a.m.
Judge: Hon. Bernadette Barrett
Trial Date: Unassigned

**Plaintiff's Third Amended Motion to Compel Compliant Responses to
Plaintiff's First Request for Admission and to Deem Admitted under Illinois
Supreme Court Rule 216(c)**

Respectfully Submitted By:
/s/ Mr. Marcellus Long, MBA

Marcellus Long, MBA
Pro Se Plaintiff
1 E. Erie St., Suite 525-2420
Chicago, IL 60611
(312) 469-0683
Legal@MarcellusLong.com

TABLE OF CONTENTS

I. The Boilerplate Objections Should Be Stricken Because They State No Specific Ground.....	1
II. The “Agreed by Remaining Employed” Qualifier Should Be Stricken as a Speaking Answer...3	
III. The Requests Answered With Objections Alone Should Be Deemed Admitted.....	5
IV. The Deficiencies Are Part of an Unreasonable Course of Conduct That Warrants a Sanction.....	6

TABLE OF AUTHORITIES

Cases

Bright v. Dicke, 166 Ill. App. 3d 326 (2d Dist. 1988).....	2
Landers- Scelfo v. Corporate Office Systems, Inc., 356 Ill. App. 3d 1060.....	3
Ostendorf v. International Harvester Co., 89 Ill. 2d 273 (1982).....	6

Statutes

735 ILCS 5/1-109.....	9, 10
-----------------------	-------

Rules

Ill. S. Ct. R. 11.....	10
Ill. S. Ct. R. 201(k).....	8
Ill. S. Ct. R. 216.....	3, 7
Ill. S. Ct. R. 216(c).....	passim
Ill. S. Ct. R. 219(c).....	1, 6, 9

Regulations

56 Ill. Adm. Code 300.630.....	3, 4, 8, 9
--------------------------------	------------

PRELIMINARY STATEMENT

Plaintiff Marcellus Long, appearing pro se, respectfully moves this Court to compel compliant responses to Plaintiff's First Request for Admission and deem non-compliant responses admitted.

This motion supersedes Plaintiff's Second Amended Motion to Compel Compliant Responses to Plaintiff's First Request for Admission and to Deem Admitted Under Illinois Supreme Court Rule 216(c), filed 2026-07-22, and that motion is withdrawn.

This motion proceeds in four parts. Part I addresses the boilerplate objections and asks that they be stricken. Part II addresses the "agreed by remaining employed" qualifier appended to twelve responses and asks that it be stricken as a speaking answer. Part III addresses the five Requests answered with objections alone and asks that they be deemed admitted under Rule 216(c). Part IV addresses the course of conduct these deficiencies form and the remedy it warrants under Rule 219(c).

ARGUMENT

I. The Boilerplate Objections Should Be Stricken Because They State No Specific Ground.

The objections Defendant interposed to Requests Nos. 1, 2, 8, 9, and 13 through 26 should be stricken. Each recites the same three adjectives without identifying what about the particular Request is broad, burdensome, or unclear, and Defendant's own responses and its own internal records establish that Defendant understood every Request it called vague.

To withhold an answer to a request for admission, a party must serve a written objection stating a ground the rule recognizes — that the requested admission is privileged or irrelevant, or that the request is otherwise improper in whole or in part. Ill. S. Ct. R. 216(c). A response that does

not fairly meet the substance of the request is treated as an admission. *Bright v. Dicke*, 166 Ill. App. 3d 326, 333 (2d Dist. 1988). Because a general objection identifies no ground the rule recognizes, it withholds nothing; the obligation to answer remains.

The Appellate Court has measured a discovery response by what it actually supplies rather than by the label the responding party attaches to it, treating a response that does not fairly meet the substance of the request as an admission. *Bright*, 166 Ill. App. 3d at 333. *Bright* is a Second District decision and is therefore persuasive rather than binding on this Court; Plaintiff cites it for the standard it articulates under a rule that applies statewide.

Defendant objected to Requests Nos. 1, 2, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 in substantially identical language: overly broad, unduly burdensome, and vague. In many instances the stated basis is that the Request uses a term such as Army Sales Manager, manager referenced above, words to that effect, or general feedback. Those objections state no ground the rule recognizes, because the Requests identify specific conversations, specific dates, specific employees, and specific statements.

Defendant's own responses show it understood what was asked. In its Response to No. 15, Defendant admitted that Yemi O. [REDACTED] said something to the effect of "You are not alone, it is company policy," which identifies both the manager and the conversation the Request concerned. A party that names the individual and quotes the exchange in its response has met the substance of the request; the objection preceding that response withheld nothing and should be stricken. That is the comparison *Bright* draws: the sufficiency of a response is measured by what it supplies against what was asked, and a response supplying the manager's name and the quoted statement has met the substance of the request whatever label precedes it.

Defendant's claim that a term such as Goal Modifier is vague is contradicted by Defendant's own records. In an email to all sales coworkers dated January 28, 2026, Mike D. [REDACTED] Senior Director of Global Compensation, instructed the sales force that goal modifiers would not calculate at that time. (See Exhibit 2, Plaintiff's First Supplemental Answers to Interrogatories, No. 5.) A term that Defendant's own compensation officer uses to direct the entire sales force is a named and operative

component of Defendant's compensation system, not a term Defendant cannot understand in discovery.

Because each objection states no ground Rule 216(c) recognizes, and because Defendant's own responses and records show it understood the Requests, the boilerplate objections should be stricken and Defendant ordered to answer.

II. The "Agreed by Remaining Employed" Qualifier Should Be Stricken as a Speaking Answer.

The qualifier Defendant appended to twelve responses should be stricken. It is neither an admission, a denial, nor a statement of inability to admit or deny; it is an affirmative defense, and Rule 216 does not authorize a party to plead one inside a discovery response.

To respond to a request for admission, a party must serve a sworn statement denying specifically the matter, a sworn statement setting forth in detail why it cannot truthfully admit or deny, or a written objection on a recognized ground. Ill. S. Ct. R. 216(c). Narrative that advances a legal theory is none of the three, and a response that does not fairly meet the substance of the request is treated as an admission. Bright, 166 Ill. App. 3d at 333. Separately, and as to the theory the qualifier asserts: under the Illinois Wage Payment and Collection Act an agreement is broader than a contract, requires only a manifestation of mutual assent, and may be entirely implicit. Landers-Scelfo v. Corporate Office Systems, Inc., 356 Ill. App. 3d 1060, 1067–68 (2d Dist. 2005). An employer must not treat continued employment as affirmation that the employee consented to an adverse modification of the rate of compensation where the employee was not notified in writing of the modification before its effective date. 56 Ill. Adm. Code 300.630(d).

Landers-Scelfo construed the IWPCA's agreement requirement and held that it is satisfied by a manifestation of mutual assent that need not be written and need not rise to a contract; the absence of a signed instrument therefore does not by itself establish the absence of an agreement, and neither does it establish one. 356 Ill. App. 3d at 1067–68. Landers-Scelfo is a Second District

decision and is persuasive rather than binding here. The regulation supplies the limit that the case does not: whatever assent may be inferred generally, continued employment specifically cannot carry it where the modification was adverse and unaccompanied by advance written notice. 56 Ill. Adm. Code 300.630(d).

Defendant appended the same sentence to Responses Nos. 1, 2, 8, 9, 13, 14, 15, 16, 17, 21, 23, 24, and 25: 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. No Request asked whether Plaintiff was at-will or whether he agreed to terms by remaining employed; each asked about a specific factual event. The qualifier therefore does not meet the substance of any Request to which it was attached, and it is an affirmative defense in a vehicle that does not accept one.

Defendant's own pleading defeats the theory the qualifier asserts. Defendant's First Affirmative Defense, filed July 23, 2025, states that during the CDW Direct, LLC period Plaintiff's compensation was governed by plans not at issue in his Complaint, and that CDW Government LLC became his employer effective May 7, 2023. The only document Defendant has produced to support the qualifier is the CDW Direct, LLC offer letter — an instrument of the very entity whose plans Defendant's own Answer declares not at issue, and one that disclaims its own contractual force on its face. (See Exhibit 4, Defendant's Answer and Affirmative Defenses, filed July 23, 2025.)

The regulation disposes of what remains. Defendant identifies no writing notifying Plaintiff of a modification to his rate of compensation before its effective date, so continued employment cannot supply the assent the qualifier claims. 56 Ill. Adm. Code 300.630(d). Defendant's later conduct confirms the gap: on March 27, 2026, Mike D. introduced a portal requiring employees to sign and acknowledge their compensation plans, describing it as a practice that helps ensure clarity and shared understanding of plan terms. (See Exhibit 3, Plaintiff's Second Supplemental Answers to Interrogatories, No. 3.) A mechanism adopted for the first time in 2026 was not in place when Plaintiff was transferred in 2023.

The qualifier is an affirmative defense inserted into a discovery response that does not accept one, and the theory it asserts fails under the governing regulation. It should be stricken from all twelve responses.

III. The Requests Answered With Objections Alone Should Be Deemed Admitted.

Requests Nos. 12, 18, 19, 20, and 26 should be deemed admitted. Defendant served no denial and no statement of inability to admit or deny as to any of them within the time the rule allows.

To avoid an admission, a party must serve, within 28 days after service of the request, a sworn denial or a sworn statement setting forth in detail why it cannot truthfully admit or deny; absent one of those, the matter is admitted. Ill. S. Ct. R. 216(c). An objection is a different instrument: it withholds a response on a stated ground, and where it stands alone it leaves the request unanswered. A response that does not fairly meet the substance of the request is treated as an admission. Bright, 166 Ill. App. 3d at 333.

Bright treats the sufficiency of a response as a question of what the response supplies against what the request sought, and assigns the consequence of an insufficient response to the responding party rather than to the requesting one. 166 Ill. App. 3d at 333. The deemed-admission consequence is the rule's own, not a sanction that depends on a finding of willfulness.

Defendant answered five Requests with objections and nothing else. As to No. 12, Defendant objected that the Request was an interrogatory. As to Nos. 18 and 19, Defendant objected on privilege grounds. As to No. 20, Defendant objected that the Request was not relevant, overly broad, unduly burdensome, and vague, and supplied no admission or denial as to whether any employee cited the Goal Modifier in exit records. As to No. 26, Defendant objected that the Request was compound and not relevant, and supplied no admission or denial as to whether the Illinois Department of Labor had contacted Defendant about other wage complaints. In each instance Defendant served no sworn denial and no detailed statement of inability, and the 28-day period has long since run. These five responses are unlike the responses addressed in Bright in the one respect

that matters: there the court weighed a response that engaged the request and found it wanting, whereas here Defendant supplied no admission, no denial, and no statement of inability at all. If a response that engages the substance may still be treated as an admission, a response that never engages it cannot fare better.

Because Rule 216(c) supplies the consequence directly, and because none of the five responses is a denial or a statement of inability, Nos. 12, 18, 19, 20, and 26 should be deemed admitted.

IV. The Deficiencies Are Part of an Unreasonable Course of Conduct That Warrants a Sanction.

The deficiencies described above are not isolated drafting lapses, and the Court should treat them as an unreasonable failure to comply with the discovery rules when it selects a remedy.

To obtain a sanction, the movant must show that the opposing party unreasonably failed to comply with the discovery rules or with an order entered under them; on that showing the court may enter such orders as are just. Ill. S. Ct. R. 219(c). What the rule protects is the function discovery serves: discovery is the primary vehicle for reaching the truth in Illinois. *Ostendorf v. International Harvester Co.*, 89 Ill. 2d 273, 282 (1982).

Ostendorf, a decision of the Illinois Supreme Court and therefore binding on this Court, identifies the purpose against which a discovery failure is measured: the rules exist so that the litigation reaches the truth rather than rewarding the party better able to withhold. 89 Ill. 2d at 282. A course of conduct that leaves the liable party's own records and own personnel out of the record defeats that purpose whether or not any single response, read alone, would justify a sanction.

Defendant's conduct runs in two directions at once. It withholds: boilerplate objections to specific factual Requests, affirmative defenses in place of admissions or denials, and no answer at all to Requests that would establish the absence of CDW Government LLC authorization documents. It substitutes: CDW Direct, LLC offer letters produced in response to demands directed at CDW

Government LLC, CDW Direct documents offered to establish at-will status for a CDW Government LLC employee, and employees of other entities sent to certify the truthfulness of CDW Government LLC's discovery responses. The result is that the entity that bears liability has produced nothing of its own. (See Exhibit 1, Plaintiff's Discovery Non-Compliance Package.)

Defendant failed to follow proper procedure by submitting an objection to the Court's order without seeking clarification or reconsideration through appropriate motions.

The record also shows what happened when withholding did not produce what Defendant needed. On May 7, 2026, LeAnn K., [REDACTED] an employee of CDW, LLC rather than CDW Government LLC, transmitted to Plaintiff an Overpayment Acknowledgement and Repayment Agreement. The instrument demanded Plaintiff's signature by May 14, 2026, named as counterparty an entity Plaintiff has never worked for, carried the threat of fifty or one hundred percent paycheck withholding, and contained the same at-will language Defendant inserted into twelve responses. After Plaintiff objected, a revised instrument issued on May 29, 2026, conceding that the earlier reference was a misnomer. That Defendant sought by signature in 2026 the same assent it asks this Court to infer from silence in 2023 is itself an acknowledgment that the assent does not exist in the record.

The prejudice is concrete. Plaintiff is held to the same procedural standards as licensed counsel and has met them. If the pattern continues, the evidence necessary to prove his claims remains in the possession of a party that has produced neither its own records nor its own personnel, and the proceeding stops serving the function Ostendorf describes. 89 Ill. 2d at 282.

Defendant may respond that its objections were proper because the Requests used undefined terms, and that the appended sentence was a permissible qualification of its answers rather than an affirmative defense. On the first point, a party may certainly object to a genuinely unintelligible request, and some of the Requests do use shorthand. On the second, Rule 216 does contemplate that an answer may be qualified where a Request is true only in part.

Neither point survives contact with the responses Defendant actually served. A vagueness objection cannot stand where the same response names the manager and quotes the conversation,

and it cannot stand as to a term Defendant's own compensation officer used to instruct the sales force. As to qualification, a qualification narrows the answer to the matter asked; the sentence Defendant appended introduces a matter no Request raised and asserts a legal conclusion about assent that 56 Ill. Adm. Code 300.630(d) forecloses. A qualification that answers a question no one asked is not a qualification.

Defendant may also urge that deeming matters admitted is a severe consequence and that leave to amend is the ordinary course. The severity is real, and Plaintiff does not ask the Court to treat it lightly. But the consequence is one Rule 216(c) assigns by its own terms to a party that serves no denial and no statement of inability within 28 days, and Defendant has had since October 1, 2025 to cure. Plaintiff's principal request remains an order compelling compliant responses; the deemed admissions are sought only as to the five Requests Defendant left unanswered altogether.

The Court should treat the pattern as an unreasonable failure to comply when it fashions relief, and should order Defendant to serve compliant responses within a date certain.

RULE 201(k) CERTIFICATION

Plaintiff certifies that on September 4–5, 2025, he conferred in good faith with Defendant's counsel regarding the improper entity mixing and the resulting discovery obstruction. Defendant's counsel refused to address the entity mismatch or provide CDWG-specific materials, explicitly stating to Plaintiff, "We've made our position clear," and refusing further discussion. This obstruction has persisted despite Plaintiff's repeated attempts to resolve these issues informally. Further meet-and-confer would be futile, as the deficiencies reflect a deliberate, bad-faith litigation strategy.

WHEREFORE, Plaintiff respectfully requests that this Court enter an order: (1) striking the boilerplate objections from Defendant's Responses to Requests Nos. 1, 2, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26; (2) striking the "agreed by remaining employed" qualifier from all twelve responses as an improper affirmative defense unsupported by any CDWG-specific

authorization document, grounded exclusively in a CDW Direct, LLC offer letter that expressly disclaims its own contractual force, and contradicted by Defendant's own First Affirmative Defense and by 56 Ill. Adm. Code 300.630(d); (3) deeming admitted the matters set forth in Requests Nos. 12, 18, 19, 20, and 26 pursuant to Illinois Supreme Court Rule 216(c); (4) entering default judgment against Defendant under Rule 219(c) based on the willful, systematic, and continuing pattern of obstruction, entity substitution, and economic coercion set forth herein and in Plaintiff's pending Sixth Amended Motion for Entry of Default Judgment; (5) ordering Defendant to provide compliant responses limited to "Admit," "Deny," or a detailed statement of inability to admit or deny, within fourteen (14) days; (6) awarding Plaintiff costs and fees associated with this motion; and (7) granting such other relief as this Court deems just and appropriate.

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, 735 ILCS 5/1-109, 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 he verily believes the same to be true.

Respectfully submitted,

/s/ Mr. Marcellus Long, MBA

Marcellus Long, MBA — Pro Se Plaintiff

1 E. Erie St., Suite 525-2420, Chicago, IL 60611

Legal@MarcellusLong.com | (312) 469-0683

Dated: August 17, 2026

CERTIFICATE OF SERVICE

The undersigned certifies that on or around August 17, 2026, a true and correct copy of the foregoing Plaintiff's Third Amended Motion to Compel Compliant Responses to Plaintiff's First Request for Admission and to Deem Admitted under Illinois Supreme Court Rule 216(c) 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.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, 735 ILCS 5/1-109, 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 he verily believes the same to be true.

Respectfully submitted,
/s/ Mr. Marcellus Long, MBA
Marcellus Long, MBA — Pro Se Plaintiff
1 E. Erie St., Suite 525-2420, Chicago, IL 60611
Legal@MarcellusLong.com | (312) 469-0683

Dated: August 17, 2026