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 FIRST AMENDED MOTION TO COMPEL COMPLIANT RESPONSES TO PLAINTIFF'S FIRST REQUEST FOR ADMISSION AND TO DEEM ADMITTED UNDER ILLINOIS SUPREME COURT RULE 216(c)

I. INTRODUCTION

Plaintiff Marcellus Long, proceeding pro se, respectfully moves this Court for an order compelling Defendant CDW Government LLC to provide compliant responses to Plaintiff's First Request for Admission, and in the alternative, to deem admitted those matters where Defendant's responses fail to comply with Illinois Supreme Court Rule 216(c). In support thereof, Plaintiff states as follows.

II. LEGAL STANDARD

Illinois Supreme Court Rule 216(c) provides that each matter in a request for admission "is admitted unless, within 28 days after service of the request, the party to whom the request is directed serves upon the party requesting the admission either (1) a sworn statement denying specifically the matters of which admission is requested or setting forth in detail the reasons why the party cannot truthfully admit or deny those matters or (2) written objections on the ground

that some or all of the requested admissions are privileged or irrelevant or that the request is otherwise improper in whole or in part."

Responses that do not "fairly meet the substance" of the request are treated as admissions. *Bright v. Dicke,* 166 Ill. App. 3d 326, 333 (2d Dist. 1988). Boilerplate objections that fail to state specific grounds are insufficient. A response that interposes an objection but then adds extraneous commentary, affirmative defenses, or legal argument exceeds the scope of a proper response and constitutes a "speaking answer" that is improper under Rule 216.

III. DEFENDANT'S RESPONSES ARE DEFICIENT IN THREE SYSTEMIC WAYS

Defendant served its Responses to Plaintiff's First Request for Admission on October 1, 2025. Those responses are deficient in three ways that pervade the entire document and render the responses non-compliant as a matter of law.

A. Boilerplate Objections Without Specific Grounds.

Defendant objected to Requests Nos. 1, 2, 8, 9, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 using substantially identical boilerplate language: "overly broad, unduly burdensome, and vague." In many instances, Defendant's stated basis for the objection is that the Request uses terms like "Army Sales Manager," "manager referenced above," "words to that effect," or "general feedback."

These objections are improper. The Requests identify specific conversations, specific dates, specific employees, and specific statements. Defendant's own responses demonstrate that Defendant understood the Requests: Defendant admitted that "Yemi O. said something to the effect of 'You are not alone, it is company policy'" (Response to No. 15), confirming that Defendant knew exactly which manager and which conversation was at issue. A party that

identifies the exact individual and quotes the conversation in its response cannot simultaneously claim the Request is too vague to understand.

Where Defendant understood the Request and responded substantively, the boilerplate objection preceding the response serves no purpose and should be stricken.

B. The "Agreed by Remaining Employed" Qualifier Is an Affirmative Defense, Not a Proper Response.

Defendant appended the following qualifier to twelve separate responses (Nos. 1, 2, 8, 9, 13, 14, 15, 16, 17, 21, 23, 24, 25): "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."

This language is not an admission, a denial, or a statement of inability to admit or deny. It is an affirmative defense. Rule 216 does not authorize the insertion of affirmative defenses into RTA responses. A proper response under Rule 216(c) is "Admit," "Deny," or a statement that after reasonable inquiry the information is insufficient to admit or deny. Narrative commentary advancing legal theories is a "speaking answer" that Plaintiff's instructions specifically prohibited and that Rule 216(c) does not permit.

The "agreed by remaining employed" qualifier should be stricken from all twelve responses. To the extent it is intended as a qualification of an admission or denial, it fails to "fairly meet the substance" of the Requests because it does not address the factual proposition at issue. No Request asked whether Plaintiff was at-will or whether he agreed to terms by remaining employed. Each Request asked about a specific factual event: whether a conversation occurred, whether a statement was made, whether a document was signed.

C. Responses That Object Without Admitting or Denying Should Be Deemed Admitted.

Several responses consist solely of objections with no substantive admission or denial:

Request No. 12: Defendant objected that it was "an interrogatory" and provided no admission or denial.

Request No. 18: Defendant objected on multiple grounds including privilege and provided no admission or denial of the factual proposition.

Request No. 19: Defendant objected on privilege grounds and provided no admission or denial.

Request No. 20: Defendant objected as "not relevant, overly broad, unduly burdensome, and vague" and provided no admission or denial regarding whether any employee cited the Goal Modifier in exit records.

Request No. 26: Defendant objected as "compound" and "not relevant" and provided no admission or denial regarding whether IDOL contacted Defendant about other wage complaints.

Under Rule 216(c), a matter is deemed admitted if the responding party does not serve a sworn denial or statement of inability to admit or deny within 28 days. A bare objection without a substantive response does not satisfy this requirement. These matters should be deemed admitted.

IV. THE CERTIFICATION DEFICIENCY COMPOUNDS THE PROBLEM

The discovery obstruction documented above does not exist in isolation. It operates alongside a parallel pattern of entity fraud that this Court should consider when evaluating the totality of Defendant's discovery conduct.

As set forth in Plaintiff's concurrently filed Motion to Strike Discovery Certification, every sworn declaration Defendant has submitted in this case was certified by an individual who does not identify as a CDW Government LLC employee. Defendant obstructs discovery of CDWG-specific records through boilerplate objections and non-responsive answers while simultaneously substituting documents from CDW Direct, LLC, a separate entity that bears no liability for CDW Government LLC's conduct. The obstruction and the substitution serve the same purpose: they conceal the fact that CDW Government LLC has not produced a single document of its own in twelve months of litigation.

The “agreed by remaining employed” qualifier inserted into twelve RTA responses illustrates the connection. That qualifier is not a factual response to a factual question. It is a legal theory derived from CDW Direct's offer letter, a document from a non-party entity that disclaims its own binding force. Defendant is using a non-liable entity's document to generate an affirmative defense, then inserting that defense into discovery responses certified by a non-CDWG employee. Every layer of this process involves an entity other than the named Defendant.

This Court should not evaluate the boilerplate objections and non-responsive answers in the RTA responses without recognizing that they are part of a broader pattern in which Defendant uses discovery obstruction to avoid producing CDWG-specific evidence while relying on documents and personnel from entities that have no exposure in this case.

V. THE DISCOVERY OBSTRUCTION AND ENTITY FRAUD ARE TWO SIDES OF THE SAME STRATEGY

This Court should consider Defendant's deficient RTA responses in context with the broader pattern documented in Plaintiff's concurrently filed Motion to Strike Discovery

Certifications. Defendant is pursuing two simultaneous courses of conduct that reinforce each other: obstructing production of CDW Government LLC documents while substituting documents from CDW Direct, LLC, a separate entity that bears no liability in this action.

On one side, Defendant obstructs. Defendant interposes boilerplate objections to straightforward factual Requests. Defendant inserts affirmative defenses into discovery responses rather than admitting or denying the factual propositions. Defendant refuses to answer Requests that would establish the absence of CDWG-specific authorization documents.

On the other side, Defendant substitutes. Defendant submits CDW Direct offer letters in response to court orders directed at CDW Government LLC. Defendant relies on CDW Direct documents to establish at-will status for a CDWG employee. Defendant sends employees of CDW, LLC and Sirius Federal to certify the truthfulness of CDWG's discovery responses.

The effect is that CDW Government LLC, the entity that bears liability, produces nothing of its own. The record is filled instead with documents from entities that bear no liability, certified by individuals who do not work for the Defendant, verified under oath by a person whose own employer records contradict her sworn declaration. The discovery obstruction creates the evidentiary vacuum. The entity substitution fills it with materials that cannot bind CDWG and cannot expose a non-party to liability. This is not a collection of unrelated procedural deficiencies. It is a unified strategy, and the deficient RTA responses are part of it.

V-A. WHEN DISCOVERY OBSTRUCTION FAILED TO MANUFACTURE THE AT-WILL DEFENSE, DEFENDANT ESCALATED TO ECONOMIC COERCION OF A SUBORDINATE EMPLOYEE. The "agreed by remaining employed" qualifier inserted into twelve RTA responses rests entirely on the CDW Direct, LLC offer letter, a document from a prior employer, a separate legal entity with its own EIN, that is not a party to this litigation. That

document expressly disclaims its own binding force. Defendant has litigated this case for a full year on a document that announces, in its own text, that it is not a contract. The affirmative defense inserted into twelve separate RTA responses, specifically "agreed to the terms by remaining employed," is constructed entirely from a non-contract issued by a non-party employer to bind a CDW Government, LLC employee. No CDWG-specific authorization document exists. None has ever been produced. Defendant knows this. So when inserting the at-will defense into discovery responses certified by non-CDWG employees failed to establish what Defendant needed, Defendant escalated. As documented in Plaintiff's Supplemental Answers to Interrogatories, attached hereto as Exhibit 1, on May 7, 2026, LeAnn K. ([redacted]), an employee of CDW, LLC, not CDW Government, LLC, transmitted to Plaintiff an "Overpayment Acknowledgement and Repayment Agreement." The word "Agreement" appears in the title because Defendant understands precisely what an agreement is and what the CDW Direct offer letter is not. The document demanded that Plaintiff sign, by May 14, 2026, a binding instrument captioned "CDW, Inc. and Marcellus Long." Not CDW Government, LLC. CDW, Inc. An entity Plaintiff has never worked for, never signed a document with, and that bears no liability in this proceeding. The agreement demanded that Plaintiff acknowledge terms and accept financial liability to a stranger to his employment. The terms of refusal bear stating plainly. If Plaintiff declined to sign a binding agreement with an entity he has never worked for, acknowledging legal conclusions he has contested under oath, Defendant would reduce his paycheck by fifty percent. Or one hundred percent. Those were the options presented, in writing, with a seven-day deadline attached. To understand what this demand means in practice, this Court must understand Plaintiff's position. Plaintiff is a quota-carrying individual contributor. He has no direct reports. He earns $18 per hour plus a performance-based

bonus that Defendant controls, calculates, and has been modifying without authorization since 2023. He is already a pro se litigant fighting a $22 billion corporation with retained outside counsel while continuing to report to that same corporation for his livelihood. That is the posture into which Defendant inserted a seven-day ultimatum: sign an agreement with an entity you never worked for, administered by an employee of yet another entity, or lose your paycheck. The document Defendant demanded Plaintiff sign contained at-will employment language. The identical legal theory. The same affirmative defense Defendant improperly inserted into twelve RTA responses. The defense Defendant cannot establish through proper channels. The only document Defendant has ever produced is a non-contract from a non-party employer, yet Defendant attempted to extract by coercion what discovery could not produce: a signed at-will acknowledgment from an employee who has no ability to absorb a total paycheck withholding and no institutional power to refuse. This is the unified strategy completing its arc. Obstruct discovery to prevent CDWG- specific evidence from entering the record. Insert the at-will defense into discovery responses where it does not belong. When that fails, dispatch a CDW, LLC employee to demand a signed at-will acknowledgment from a CDWG employee on behalf of CDW, Inc., under threat of total paycheck withholding. Every entity in that sequence is wrong. Every step of that sequence is improper. And the objective of every step is identical: manufacture a defense that Defendant cannot obtain through lawful means from the entity that actually employs Plaintiff. The May 7, 2026 demand proves that the "agreed by remaining employed" qualifier was never a good-faith discovery response. It was a predicate: the opening position in a coordinated effort to extract by coercion what discovery could not produce. This Court should treat it accordingly.

VI. PREJUDICE AND THE ADMINISTRATION OF JUSTICE

The discovery deficiencies in this case represent a fundamental breakdown in the truth-seeking process. As a pro se litigant, Plaintiff is held to the same strict procedural standards as licensed counsel. Plaintiff has complied with those standards, pleading his claims with heightened particularity. Yet, Defendant appears to believe it is exempt from the basic requirements of the Illinois Supreme Court Rules.

Discovery is the "primary vehicle for reaching the truth" in Illinois. Ostendorf v. International Harvester Co., 89 Ill. 2d 273, 282 (1982). If Defendant is permitted to continue this pattern of obstruction and entity-substitution, Plaintiff will be denied a fair trial because the evidence necessary to prove his claims is being systematically suppressed by a party that refuses to produce its own records or its own employees.

VI. PRAYER FOR RELIEF

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 that is unsupported by any CDWG-specific authorization document and grounded exclusively in a CDW Direct, LLC offer letter that expressly

disclaims its own contractual force;

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 Defendant's willful, systematic, and continuing pattern of: (a) obstructing discovery through boilerplate objections and improper affirmative-defense qualifiers; (b) substituting CDW Direct, LLC and CDW, Inc. documents for CDWG-specific materials while certifying those responses through non-CDWG employees; (c) escalating from improper discovery qualifiers into active economic coercion by demanding, through a CDW, LLC employee, that Plaintiff sign an at-will acknowledgment with CDW, Inc. — an entity he has never worked for — under threat of 100% paycheck withholding; and (d) refusing to produce a single CDWG-specific authorization document despite one year of court-ordered discovery;

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.

Respectfully submitted,

/s/ Mr. Marcellus Long, MBA

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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 for a full year 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.

/s/ Mr. Marcellus Long, MBA
Dated: May 8, 2026

LIST OF EXHIBITS

Exhibit 1: Defendant CDW Government LLC's Responses to Plaintiff's First Request for Admission (Served October 1, 2025).

Exhibit 2: Plaintiff's First Supplemental Answers to Interrogatories (Pursuant to Illinois Supreme Court Rule 213(i)) (Filed May 11, 2026).

CERTIFICATE OF SERVICE

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

/s/ Mr. Marcellus Long, MBA