

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

DMI Companies, Inc. v. Automated Ingredient Systems, LLC

Civil Action No. 2:25-CV-645 (W.D. Pa. Feb. 11, 2026) · No. 2:25-CV-645 · Decided February 11, 2026

SUMMARY

The United States District Court for the Western District of Pennsylvania denied Automated Ingredient Systems, LLC’s motion to compel responses to Requests for Admission and an interrogatory concerning which parties’ contract terms govern the dispute and whether Missouri or Pennsylvania law applies. The court held that the discovery requests sought admissions on ultimate legal issues and that DMI Companies, Inc.’s objections, denials, and explanations complied with Federal Rule of Civil Procedure 36. The court also denied AIS’s request for attorney’s fees and costs.

CASE DETAILS

COURT	United States District Court for the Western District of Pennsylvania
WRITING FOR THE COURT	Maureen P. Kelly
JURISDICTION	United States District Court for the Western District of Pennsylvania
DECIDED	February 11, 2026
DOCKET	2:25-CV-645
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved to compel Plaintiff to provide admissions and an interrogatory response concerning which party's terms and conditions governed the contract dispute and whether Missouri or Pennsylvania law applied. The court denied the motion to compel and denied the request for attorney's fees and costs.
STANDARD OF REVIEW	The court reviewed the sufficiency of the discovery responses under Federal Rule of Civil Procedure 36 and the scope of discovery under Rule 26(b)(1).
PRECEDENTIAL VALUE	unpublished district court memorandum order; precedential status unknown
PARTIES	Automated Ingredient Systems, LLC v. DMI Companies, Inc.

TOPICS

discovery dispute

civil procedure

breach of contract

contract interpretation

commercial litigation

PRACTICE AREAS

civil procedure

discovery

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether DMI's objections, denials, and supplemental explanations to AIS's requests for admission complied with Federal Rule of Civil Procedure 36.
2. Whether requests seeking admissions that one party's terms and conditions governed the contract dispute and that Missouri law applied improperly sought legal conclusions concerning ultimate issues in the case.
3. Whether AIS was entitled to attorney's fees and costs incurred in bringing the motion to compel.

HOLDINGS

1. A request for admission may seek facts or the application of law to facts, but a request seeking a legal conclusion on an ultimate issue, disclosure of trial strategy, or disclosure of legal theories is properly objectionable. The challenged requests improperly sought admissions that AIS's terms governed the dispute and that Missouri law applied.
2. AIS was not entitled to attorney's fees or costs because the motion to compel was properly denied.

KEY QUOTATIONS

“However, a RFA that “calls for a legal conclusion that is one of the ultimate issues of the case is properly objectionable.””

“Thus, an RFA that does not ask a party to admit to facts, but to disclose its trial strategy or legal theories is properly objectionable. “This is not the purpose of Rule 36.””

“In this case, the Court concludes that that the challenged RFAs and the Interrogatory call for admissions to ultimate issues of law: whether the AIS set of terms and conditions governs this breach of contract dispute, and whether Missouri law or Pennsylvania law applies.”

FACTUAL BACKGROUND

DMI alleged that AIS failed to perform professional design, fabrication, and installation services and provide equipment for an industrial conveyor system under a purchase order. AIS contended that its earlier proposal and incorporated terms and conditions governed the transaction, including a Missouri choice-of-law provision, while DMI asserted that its purchase order and terms governed or that the parties' conflicting terms required further analysis. The parties disputed requests for admission and an interrogatory seeking admissions about the governing terms and applicable state law.

PROCEDURAL HISTORY

DMI brought a breach-of-contract action alleging that AIS failed to provide agreed design, fabrication, installation services, and equipment. During discovery, AIS served requests for admission and an interrogatory concerning the governing contract terms and choice of law. After DMI supplemented its objections and denials, AIS moved to compel; the court held the responses complied with Rule 36 and denied the motion in its entirety.

DISPOSITION

other

CASES CITED

- Duchesneau v. Cornell Univ., No. 08-4856, 2010 WL 4117753, at *3 (E.D. Pa. Oct. 19, 2010)
- Comme'ns Supply Corp. v. Iron Bow Techs., LLC, 529 F. Supp. 3d 423 (W.D. Pa. 2021)
- Langer v. Monarch Life Ins. Co., 966 F.2d 786, 803 (3d Cir. 1992)
- Paramount Fin. Comme'ns, Inc. v. Broadridge Inv. Comme'n Sols., Inc., No. 15-405, 2017 WL 495784, at *3 (E.D. Pa. Feb. 7, 2017)
- Kosta v. Connolly, 709 F. Supp. 592, 594 (E.D. Pa. 1989)
- Howell v. Maytag, 168 F.R.D. 502, 504 (M.D. Pa. 1996)