

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
ILLINOIS, EASTERN DIVISION

Mary Aldugom v. Apple Inc.

Aldugom · No. No. 24-cv-05378 · Decided March 9, 2026

SUMMARY

The United States District Court for the Northern District of Illinois granted Apple Inc.'s Rule 12(b)(6) motion to dismiss Mary Aldugom's amended complaint with prejudice. The court held that Aldugom failed to adequately allege the terms, performance, and breach of an oral contract, and failed to identify a breach of any written warranty. The court also concluded that Aldugom had already received an opportunity to amend her complaint.

CASE DETAILS

COURT	United States District Court for the Northern District of Illinois, Eastern Division
WRITING FOR THE COURT	Franklin U. Valderrama
JURISDICTION	United States District Court for the Northern District of Illinois, Eastern Division
DECIDED	March 9, 2026
DOCKET	No. 24-cv-05378
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff brought a breach-of-contract claim against Apple. Apple moved to dismiss the Amended Complaint under Federal Rule of Civil Procedure 12(b)(6); plaintiff did not respond. The court independently evaluated the sufficiency of the pleading and granted the motion.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court tests the sufficiency of the complaint, accepts well-pleaded factual allegations as true, and determines whether the complaint states a facially plausible claim for relief. Legal conclusions are not entitled to an assumption of truth.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Mary Aldugom v. Apple Inc.

TOPICS

motions to dismiss

breach of contract

contract formation

contract interpretation

civil procedure

PRACTICE AREAS

civil procedure

contracts

consumer protection

QUESTIONS PRESENTED

1. Whether the Amended Complaint plausibly alleged a breach-of-contract claim under Illinois law.
2. Whether the alleged oral agreement was adequately pleaded, including its terms and Aldugom's substantial performance.
3. Whether the alleged Apple warranty supported a breach-of-contract claim or instead disclaimed liability for loss of data.
4. Whether the court could dismiss the action with prejudice after Aldugom had already amended her complaint.

HOLDINGS

1. The Amended Complaint failed to state a breach-of-contract claim because Aldugom did not adequately allege the existence and terms of a valid contract, her substantial performance, or a breach of a written agreement.
2. Aldugom failed to adequately plead an enforceable oral contract because she did not allege sufficiently definite contractual terms or her own substantial performance.
3. The alleged warranty did not support Aldugom's breach-of-contract claim because she did not plead its terms or how Apple breached it, and the warranty presented to the court disclaimed liability for loss of programs or data during service.
4. Dismissal with prejudice was appropriate because Aldugom had already received an opportunity to amend her complaint.

KEY QUOTATIONS

“Rule 12(b)(6) prevents courts from granting unopposed motions solely because there is no response,” (at 633)

“to establish the complaint’s insufficiency.” (at 806)

“A motion to dismiss under Fed. R. Civ. P. 12(b)(6) challenges the sufficiency of the complaint.” (at 820)

“state a claim to relief that is plausible on its face.” (at 678)

“A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” (at 678)

FACTUAL BACKGROUND

Aldugom took her Apple laptop to an Apple Genius Bar to inquire about increasing storage. She alleges that an Apple employee examined the laptop despite instructions not to access or alter certain files, then deleted applications and disconnected her iMessages, causing the loss of significant data that she could not recover. She characterized the interaction as an oral contract for Apple to assist with increasing storage and also relied on an Apple warranty covering services and applications.

PROCEDURAL HISTORY

Aldugom sued Apple after an Apple Genius Bar associate allegedly deleted data from her laptop despite instructions not to access or alter certain files. After Apple moved to dismiss, the court granted Aldugom an extension to respond, but she filed no response. The court held that the motion could not be granted solely as unopposed, assessed the pleading on its merits, and dismissed the Amended Complaint with prejudice because it failed to state a breach-of-contract claim.

DISPOSITION

dismissed

CASES CITED

- *Marcure v. Lynn*, 992 F.3d 625, 633 (7th Cir. 2021)
- *Gunn v. Cont'l Cas. Co.*, 968 F.3d 802, 806 (7th Cir. 2020)
- *Hallinan v. Fraternal Ord. of Police of Chicago Lodge No. 7*, 570 F.3d 811, 820 (7th Cir. 2009)
- *Ashcroft v. Iqbal*, 556 U.S. 662, 678-79 (2009)
- *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555, 570 (2007)
- *Zahn v. N. Am. Power & Gas, LLC*, 815 F.3d 1082, 1087 (7th Cir. 2016)
- *TAS Distrib. Co. v. Cummins Engine Co.*, 491 F.3d 625, 631 (7th Cir. 2007)
- *W.W. Vincent & Co. v. First Colony Life Ins. Co.*, 814 N.E.2d 960, 967 (2004)
- *Yash Venture Holdings, LLC v. Moca Fin., Inc.*, 116 F.4th 651, 657 (7th Cir. 2024)
- *Taylor v. Canteen Corp.*, 69 F.3d 773, 782 (7th Cir. 1995)
- *Paulsen v. Abbott Lab'ys*, 39 F.4th 473, 476 (7th Cir. 2022)
- *Hinc v. Lime-O-Sol Co.*, 382 F.3d 716, 719 (7th Cir. 2004)
- *Roe v. Nano Gas Techs., Inc.*, 2021 WL 1906466, at *1 (N.D. Ill. May 12, 2021)
- *In re GT Automation Grp., Inc.*, 828 F.3d 602, 605 (7th Cir. 2016)
- *In re Harley-Davidson Aftermarket Parts Mktg., Sales Pracs. & Antitrust Litig.*, 151 F.4th 922, 926 (7th Cir. 2025)
- *Tate v. SCR Medical Transp.*, 809 F.3d 343, 346 (7th Cir. 2015)

OPINION

Aldugom

PER CURIAM.

IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION
MARY ALDUGOM

Plaintiff, v. No. 24-cv-05378 Judge Franklin U. Valderrama

APPLE INC.,

Defendant.

ORDER

Plaintiff Mary Aldugom (Aldugom) sued Defendant Apple Inc. (Apple) after an associate at an Apple Genius Bar¹ allegedly deleted files stored on her laptop, despite her instructions to the associate not to access or alter certain files. R. 12, Am. Compl.² Aldugom, even with the assistance of Apple technicians, was never able to recover the lost data. Compl. ¶ 45. Aldugom asserts a claim for breach of contract. See generally, Am. Compl. Before the Court is Apple's motion to dismiss under Fed. R. Civ. P. 12(b)(6). R. 13, Mot. Dismiss. Upon receiving the motion, the Court set a briefing schedule directing Aldugom to file a response by May 27, 2025, and Apple to reply by June 10, 2025. See R. 14. Aldugom, though she was granted an extension of time to file her response, R. 16, did not actually file a response, failing to comply with the Court's scheduling order. *Id.* No matter, however, as "Rule 12(b)(6) prevents courts from granting unopposed motions solely because there is no response," *Marcure v. Lynn*, 992 F.3d 625, 633 (7th Cir. 2021), and the burden remains on Apple "to establish the complaint's insufficiency." *Gunn v. Cont'l Cas. Co.*, 968 F.3d 802, 806 (7th Cir. 2020). Put another way, the Court's obligation to determine the sufficiency of Aldugom's Complaint remains, despite her failure to respond. *Id.* And for the reasons that follow, the Court grants Apple's motion to dismiss. A motion to dismiss under Fed. R. Civ. P. 12(b)(6) challenges the sufficiency of the complaint. *Hallinan v. Fraternal Ord. of Police of Chicago Lodge No. 7*, 570 F.3d 1

¹The alleged incident took place on September 22, 2021, at the Apple Store Genius Bar located at 801 W. North Ave. Chicago, IL. Am. Compl. ¶ 1.

²Citations to the docket are indicated by "R." followed by the docket number or filing name, and, where necessary, a page or paragraph citation. 811, 820 (7th Cir. 2009). Under Rule 8(a)(2), a complaint must include only "a short and plain statement of the claim showing that the pleader is entitled to relief." FED. R. CIV. P. 8(a)(2). To survive a motion to dismiss, a complaint need only contain factual allegations, accepted as true, sufficient to "state a claim to relief that is plausible on its face." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (citing *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Id.* The allegations "must be enough to raise a right to relief above the speculative level." *Twombly*, 550 U.S. at 555. The allegations that are entitled to the assumption of truth are those that are factual, rather than mere legal conclusions. *Iqbal*, 556 U.S. at 678–79. The Court accepts

all well-pleaded factual allegations in the Complaint as true. *Zahn v. N. Am. Power & Gas, LLC*, 815 F.3d 1082, 1087 (7th Cir. 2016). Apple advances two arguments for dismissal of the complaint. Apple first argues that Aldugom fails to state a claim for breach of contract, and second, that Aldugom’s warranty with Apple precludes her claim. See generally *Mot. Dismiss.* For the reasons stated below, the Court agrees that Aldugom has failed to state a claim for breach of contract. To state a claim for breach of contract under Illinois law³, “a plaintiff must allege: (1) the existence of a valid and enforceable contract; (2) substantial performance by the plaintiff; (3) a breach by the defendant; and (4) resultant damages. Only a duty imposed by the terms of a contract can give rise to a breach.” *TAS Distrib. Co. v. Cummins Engine Co.*, 491 F.3d 625, 631 (7th Cir. 2007) (citing *W.W. Vincent & Co. v. First Colony Life Ins. Co.*, 814 N.E.2d 960, 967 (2004)). A valid, enforceable contract requires an offer, acceptance, and consideration. *Yash Venture Holdings, LLC v. Moca Fin., Inc.*, 116 F.4th 651, 657 (7th Cir. 2024), reh’g denied, No. 23-3200, 2024 WL 4257157 (7th Cir. Sept. 20, 2024) (citation omitted). Further, if “the alleged contract is based upon oral assurances, the plaintiff must establish that the offer was ‘clear and definite’ and supported by adequate consideration.” *Taylor v. 3A federal court sitting in diversity* applies the choice-of-law rules of the forum state. *Paulsen v. Abbott Lab’s*, 39 F.4th 473, 476 (7th Cir. 2022) (citation omitted). Illinois applies the “most significant contacts” test under the Restatement (Second) of Conflicts § 188 (1971) in deciding choice-of-law disputes with respect to breach of contract claims. *Hinc v. Lime-O-Sol Co.*, 382 F.3d 716, 719 (7th Cir. 2004) (citation omitted). Under this test, the court considers “the place of contracting, negotiation, performance, location of the subject matter of the contract, and the domicil[e], residen[ce], place of incorporation, and business of the parties.” *Id.* (citation omitted) (alteration in original). Here, the alleged oral contract was made in Illinois, at least one party was an Illinois resident, the laptop at issue was located in Illinois, and the place of performance in Illinois. Importantly, Apple applies Illinois law, which Aldugom does not dispute. Accordingly, the Court applies Illinois law to Aldugom’s breach of contract claim. *Canteen Corp.*, 69 F.3d 773, 782 (7th Cir. 1995) (citing *Kercher v. Forms Corp. of Am., Inc.*, 630 N.E.2d 978, 981 (1994)). Apple asserts that Aldugom has not alleged (1) the terms of any oral or written contract, (2) Apple’s breach of those terms, (3) her own performance under any alleged contract, or (4) any consideration given under the contract. *Mot. Dismiss* at 8–10. Recall that Aldugom did not respond and therefore waives any response. See *In re GT Automation Grp., Inc.*, 828 F.3d 602, 605 (7th Cir. 2016) (“An argument not responded to is ordinarily deemed waived.”). As to the existence of a contract, Aldugom appears to rely in part on an oral contract between her and Apple, which was allegedly created at the Genius bar. Aldugom alleges she contracted with Apple “to assist with increasing storage for Plaintiff’s Apple Laptop,” but Apple, “through its employees failed to complete the agreed upon and contracted for work and instead deleted and destroyed a significant amount of Plaintiff’s data and information.” *Am. Compl.* ¶¶ 49, 51. Aldugom alleges that she went to the Genius bar to inquire about increasing storage for her laptop, that the Genius bar employee indicated something

might be wrong with the laptop, and that Aldugom gave the employee permission to examine the issue with “clear instructions that certain files should not be accessed or altered in any way.” Am. Compl. ¶¶ 14–16. “Then, without authorization, [the employee] began deleting individual applications,” and “disconnected Plaintiff’s iMessages.” Id. ¶ 24. Apple is correct that, taking the allegations in the light most favorable to Aldugom, Aldugom has failed to allege the terms of an oral contract. Further, she does not allege her own substantial performance under the alleged oral contract. See *Roe v. Nano Gas Techs., Inc.*, 2021 WL 1906466, at *1 (N.D. Ill. May 12, 2021) (dismissing breach of contract claim because plaintiff failed to allege his own substantial performance of his contractual obligations). Aldugom also alleges that the “services and applications installed on her laptop were covered by the Warranty that [Apple] extends to its customers relating to its products and services.” Id. ¶ 50. She does not, however, allege any of the terms of this agreement, or how Apple’s conduct breached this agreement. Apple points the Court to what it believes to be the warranty to which she refers in its motion to dismiss.⁴ Mot. Dismiss at 3 (citing Terms and Conditions for AppleCare+ for Mac, available at <https://www.apple.com/legal/salesupport/applecare/appmacnaen.html>) (Warranty). That Warranty, however, specifically disclaims any guarantee of repair “without risk to or loss of programs or data,” warns that “during warranty service it is possible that 4To the extent this is the warranty that Aldugom refers to in her Amended Complaint, the Court can consider it under the incorporation by reference doctrine, because it is referenced in the Amended Complaint and central to her claim. See *In re Harley-Davidson Aftermarket Parts Mktg., Sales Pracs. & Antitrust Litig.*, 151 F.4th 922, 926 (7th Cir. 2025). The Court does not, and need not, consider it for any other purpose. the contents of the Apple product’s storage media will be lost,” and in that event, “Apple and its agents are not responsible for any loss of... data or other information.” Mot. Dismiss at 3-5. In other words, to the extent Aldugom relies on this Warranty for her breach of contract claim, the Warranty disclaims any liability stemming from Aldugom’s alleged incident. Ultimately, taking the allegations in the light most favorable to Aldugom, because Aldugom’s Complaint alleges neither the existence of a valid oral contract, including her own performance, nor a breach of any written contract between her and Apple, Aldugom has failed to state a claim for breach of contract. For the foregoing reason, the Court grants Apple’s motion to dismiss and dismisses Aldugom’s Amended Complaint with prejudice. While the Court is mindful of the admonition from the Seventh Circuit that district courts should allow a litigant, at least one opportunity to amend before dismissing the complaint with prejudice under Rule 12(b)(6), *Tate v. SCR Medical Transp.*, 809 F.3d 343, 346 (2015), Aldugom has already had an opportunity to amend her complaint. See R. 11, Order. Accordingly, the Court grants the motion to dismiss, R. 13, and dismisses the claims against Apple with prejudice. Date: 3/9/2026 United States District Judge Franklin U. Valderrama