

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PRECEDENTIAL VALUE	nonprecedential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)