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

PRAIRIE RIDGE COMPONENTS, LLC, Plaintiff, v. **NORTHSTAR DATA SYSTEMS, INC.,** Defendant.	**No. 2026-L-DEMO-0001**

DEFENDANT NORTHSTAR DATA SYSTEMS, INC.'S COMBINED MOTION UNDER 735 ILCS 5/2-619.1 TO DISMISS COUNTS II AND III AND FOR PARTIAL SUMMARY JUDGMENT ON COUNT I, AND MEMORANDUM IN SUPPORT

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Defendant Northstar Data Systems, Inc. ("Northstar"), by its undersigned counsel, respectfully moves this Court, pursuant to section 2-619.1 of the Code of Civil Procedure, 735 ILCS 5/2-619.1, for the entry of an order (i) dismissing Count II of the Complaint of Plaintiff Prairie Ridge Components, LLC ("Prairie Ridge") with prejudice under 735 ILCS 5/2-615; (ii) dismissing Count III with prejudice under 735 ILCS 5/2-619(a)(9); and (iii) entering partial summary judgment in Northstar's favor under 735 ILCS 5/2-1005 on the single, discrete issue presented by Count I of whether Prairie Ridge accepted Milestone 4 under the parties' written agreement. In support, Northstar submits this memorandum, the affidavit of its project director, Jordan Vale ("Vale Aff."), made in conformity with Illinois Supreme Court Rule 191(a), and sworn copies of the Master Services Agreement (Ex. A), Change Order No. 4 (Ex. B), and the Milestone Acceptance Certificate (Ex. C), each attached to that affidavit.

Section 2-619.1 provides that motions under sections 2-615, 2-619, and 2-1005 "may be filed together as a single motion in any combination," provided that the combined motion "shall be in parts," that "[e]ach part shall be limited to and shall specify that it is made under one of Sections 2-615, 2-619, or 2-1005," and that each part "shall also clearly show the points or grounds relied upon under the Section upon which it is based." 735 ILCS 5/2-619.1. Consistent with that command, the grounds for relief are set out in three separately labeled parts: Part I presents the section 2-615 challenge to Count II; Part II presents the section 2-619(a)(9) challenge to Count III; and Part III presents the section 2-1005 request on the milestone-acceptance issue embedded in Count I.

PRELIMINARY STATEMENT

This is a contract case that the Complaint attempts to plead as three. Prairie Ridge retained Northstar to implement a parts-inventory and vendor-management portal under a detailed, integrated Master Services Agreement that fixed delivery milestones, prescribed testing procedures, defined acceptance criteria, required written change orders, and limited the remedies available to either party. When the project schedule shifted, the parties did precisely what their agreement contemplated: they executed a written change order extending the relevant deadline and adjusting the price. When the extended milestone was met, Prairie Ridge's own project sponsor executed a written Milestone Acceptance Certificate that included a limited release of claims arising before the acceptance date. Prairie Ridge then put the system into production use for months.

The Complaint acknowledges none of this. Count I pleads breach of contract; Counts II and III attempt to convert the same grievance into a tort and a quasi-contractual claim. Neither conversion withstands scrutiny, and the documents the Complaint ignores resolve a central premise of Count I as a matter of law.

FACTUAL BACKGROUND

The following facts are drawn from the Complaint, from the exhibits attached to the Vale Affidavit, and from the affidavit itself, made on Jordan Vale's personal knowledge as Northstar's project director for the engagement. Vale Aff. paras. 1–3.

On March 14, 2025, Prairie Ridge and Northstar executed the Master Services Agreement (the "MSA"). Ex. A; Vale Aff. para. 4. Northstar agreed to design, configure, and deploy a parts-inventory and vendor-management portal (the "System") for a fixed implementation fee of $1,480,000, payable in installments tied to six delivery milestones. Ex. A §§ 2.1, 4.2; Vale Aff. para. 5. Milestone 4 (Core Production Deployment) required Northstar to deploy the System's inventory, purchasing, and vendor-onboarding modules to production. Ex. A § 3.4.

The MSA prescribed a structured path from delivery to acceptance. Section 7 required user-acceptance testing over a thirty-day window, with defects logged and classified by severity. Ex. A § 7.1–7.3. Section 8 provided that a milestone would be accepted upon Prairie Ridge's execution of a written Milestone Acceptance Certificate, or automatically if Prairie Ridge used the delivered functionality in live production for more than thirty days without rejection. Ex. A § 8.2; Vale Aff. para. 6.

Two further provisions frame this motion. Section 11 required that any modification to schedule, scope, or price be memorialized in a written change order signed by both parties. Ex. A § 11.1. Section 14 limited the remedies available to either party, excluded consequential damages, and made the milestone payments the exclusive compensation for the services. Ex. A § 14.1–14.3; Vale Aff. para. 7.

Delivery did not proceed on the original schedule. During the summer of 2025, Prairie Ridge requested an additional vendor-scorecard module, and integration testing surfaced data-migration defects that both parties agreed required remediation. Vale Aff. para. 8. On October 2, 2025, the parties executed Change Order No. 4, which extended the Milestone 4 deadline from September 30, 2025 to November 14, 2025, added the vendor-scorecard module to the milestone's scope, and increased the price by $86,000. Ex. B §§ 1–3; Vale Aff. para. 9. Change Order No. 4 recited that the adjustment resolved "all open schedule disputes through the date of this Change Order." Ex. B § 4.

Northstar deployed the System, including the vendor-scorecard module, to production on November 12, 2025. Vale Aff. para. 10. On November 21, 2025, Prairie Ridge's designated project sponsor executed the Milestone Acceptance Certificate for Milestone 4. Ex. C; Vale Aff. para. 11. Paragraph 5 of that certificate contains a limited release of all claims "arising from or relating to the Services performed prior to the Acceptance Date," excepting only claims for latent defects reported within ninety days and claims arising after acceptance. Ex. C para. 5.

Between December 2025 and March 2026, Prairie Ridge processed more than 11,400 purchase orders and onboarded 214 vendors through the System, and it paid the Milestone 4 installment without protest. Vale Aff. paras. 12–13. On February 27, 2026, Prairie Ridge sent a demand letter asserting, for the first time, that the System had been "misrepresented as production-ready." Vale Aff. para. 14.

PROCEDURAL HISTORY

Prairie Ridge filed its three-count Complaint on April 9, 2026. Count I alleges breach of contract, asserting that Northstar missed the original Milestone 4 deadline and that the System failed to conform to specifications. Count II alleges negligent misrepresentation, asserting that Northstar overstated the System's readiness in status reports and steering-committee presentations. Count III alleges unjust enrichment, asserting that Northstar retained fees disproportionate to the value delivered. Northstar appeared on May 6, 2026, and files this combined motion as its first responsive pleading, within the time for pleading as extended by agreed order.

ARGUMENT

The Section 2-619.1 Framework

Section 2-619.1 permits a defendant to combine motions under sections 2-615, 2-619, and 2-1005 in a single filing presented in parts, each limited to and specifying its statutory basis. 735 ILCS 5/2-619.1. The Illinois Supreme Court has explained the division of labor among these devices: a section 2-615 motion tests the legal sufficiency of the complaint, while a section 2-619 motion admits the sufficiency of the complaint but asserts a defense outside the complaint that defeats it. *Patrick Engineering, Inc. v. City of Naperville*, 2012 IL 113148, para. 31. Under either section, the court accepts all well-pleaded facts and the reasonable inferences arising from them, but not mere conclusions unsupported by specific facts. *Id.* Northstar addresses each ground in a separately labeled part, as section 2-619.1 requires.

PART I: COUNT II SHOULD BE DISMISSED UNDER SECTION 2-615

A. The Section 2-615 Standard

Section 2-615 directs that all objections to pleadings be raised by motion, and that the motion "shall point out specifically the defects complained of," including that a pleading "be stricken because substantially insufficient in law" or "that the action be dismissed." 735 ILCS 5/2-615(a). Where the objection is substantial insufficiency in law, "the motion must specify wherein the pleading or division thereof is insufficient." 735 ILCS 5/2-615(b). Northstar specifies the defects in Count II below.

A section 2-615 motion tests whether the allegations of the complaint, taken as true, state a claim upon which relief may be granted. *Patrick Engineering*, 2012 IL 113148, para. 31. Because Illinois is a fact-pleading jurisdiction, a plaintiff must plead specific facts supporting each element and may not rest on conclusions, even as to elements ordinarily factual in nature. *Id.* paras. 31, 40. A complaint must also plainly identify the cause of action pursued; distinct theories of recovery are distinct causes of action and must be pleaded as such. *Cable America, Inc. v. Pace Electronics, Inc.*, No. 1-08-3073, slip op. at 9–10 (Ill. App. Ct. 1st Dist. Nov. 16, 2009).

B. Count II Does Not State a Claim for Negligent Misrepresentation

Count II fails as a matter of law for three independent reasons, each apparent on the face of the Complaint. Each is properly raised here: "All objections to pleadings may be raised by motion." 735 ILCS 5/2-615(a).

First, Count II is the contract claim wearing a tort label. Its operative paragraphs incorporate by reference the same status reports and steering-committee presentations that Count I identifies as the mechanism of the alleged breach, and it alleges the same injury: the difference in value between the System as promised and as delivered. A pleading that merely relabels contractual performance obligations as tort duties does not thereby state a distinct cause of action; it obscures one. *Cable America*, slip op. at 9–10. The Complaint alleges no duty of care independent of the obligations the MSA created. Every statement Count II attributes to Northstar — that deployment was "on track," that the System was "production-ready," that defect counts were "within tolerance" — concerned Northstar's own contractual performance and was made in project-governance channels the MSA itself established. Ex. A § 7.4.

Second, Count II's allegations of falsity and knowledge are precisely the sort of conclusions a court disregards on a section 2-615 motion. *Patrick Engineering*, 2012 IL 113148, para. 31. The Complaint alleges that Northstar's statements were false when made and that Northstar knew or should have known of their falsity, but it pleads no specific facts: no identified defect concealed, no internal assessment contradicting an external representation, no particular statement paired with a contemporaneous fact showing it untrue. In a fact-pleading jurisdiction, more is required before a defendant is put to the burden of tort discovery on a contract dispute. *Id.* para. 40.

Third, the statements alleged are predominantly forward-looking characterizations of schedule confidence — projections that a deployment "would" occur and "would" perform. Count II pleads no facts distinguishing them from the ordinary optimism of project reporting, and none establishing the elements that would make such statements actionable in negligence rather than, at most, relevant to the contract claim. Count II should be dismissed with prejudice. 735 ILCS 5/2-615(a).

PART II: COUNT III SHOULD BE DISMISSED UNDER SECTION 2-619(a)(9)

A. The Section 2-619 Standard

Section 2-619(a) permits a defendant, within the time for pleading, to move for dismissal on enumerated grounds; "[i]f the grounds do not appear on the face of the pleading attacked the motion shall be supported by affidavit." 735 ILCS 5/2-619(a). Subsection (a)(9) authorizes dismissal where "the claim asserted against defendant is barred by other affirmative matter avoiding the legal effect of or defeating the claim," 735 ILCS 5/2-619(a)(9), and subsection (a)(6) where "the claim set forth in the plaintiff's pleading has been released," 735 ILCS 5/2-619(a)(6). A section 2-619 motion admits the legal sufficiency of the complaint but asserts a defense outside the complaint that defeats it. *Patrick Engineering*, 2012 IL 11318, para. 31.

Because portions of the affirmative matter do not appear on the face of the Complaint, this part is supported by the Vale Affidavit and the sworn copies of Exhibits A through C attached to it. 735 ILCS 5/2-619(a); Vale Aff. paras. 4, 9, 11. The Code provides that "All objections to pleadings shall be raised by motion." 735 ILCS 5/2-619.

B. The MSA and the Limited Release Are Affirmative Matter Defeating Count III

Count III seeks restitution of fees on the theory that Northstar was unjustly enriched by payments "disproportionate to the value of the services actually rendered." Two categories of affirmative matter defeat the claim.

The first is the MSA itself. The parties' relationship concerning the System — scope, price, milestones, and the consequences of nonperformance — is governed by a comprehensive express contract. Ex. A §§ 2.1, 4.2, 14.1–14.3. The fees Count III characterizes as unjust enrichment are the very installments the MSA fixed and Change Order No. 4 adjusted. Ex. A § 4.2; Ex. B § 3. An express contract and a quasi-contractual theory addressed to the same subject matter are distinct causes of action, *Cable America*, slip op. at 9–10, and the express agreement is affirmative matter avoiding the legal effect of the quasi-contractual claim: Prairie Ridge's remedy, if any, lies in Count I, on the contract the parties actually made.

The second, independent category of affirmative matter is the limited release. Paragraph 5 of the Milestone Acceptance Certificate releases all claims "arising from or relating to the Services performed prior to the Acceptance Date" of November 21, 2025, excepting only latent-defect claims reported within ninety days and claims arising after acceptance. Ex. C para. 5; Vale Aff. para. 11. Count III is drawn entirely from the pre-acceptance period: it complains of fees earned and paid for work performed before acceptance, and it identifies no post-acceptance conduct and no latent defect reported within the ninety-day window. The release therefore reaches every act on which Count III depends, whether analyzed under subsection (a)(9) or as a claim that "has been released" under subsection (a)(6). 735 ILCS 5/2-619(a)(6), (a)(9).

Nor can Prairie Ridge avoid the release by pointing to a disputed question of fact. Section 2-619(c) contemplates that the opposing party may respond with "affidavits or other proof denying the facts alleged or establishing facts obviating the grounds of defect." 735 ILCS 5/2-619(c). But the execution of the certificate is not in dispute; the Complaint pleads around the document rather than against it. Prairie Ridge's project sponsor signed it; Prairie Ridge retained the System, used it at commercial scale for months, and paid the corresponding installment without protest. Vale Aff. paras. 11–13. The certificate's terms are unambiguous, and their application to Count III is a question of law suitable for resolution on this motion.

Because both the express contract and the limited release independently defeat Count III, the count should be dismissed with prejudice.

PART III: NORTHSTAR IS ENTITLED TO PARTIAL SUMMARY JUDGMENT ON THE MILESTONE-ACCEPTANCE ISSUE UNDER SECTION 2-1005

A. The Section 2-1005 and Rule 191 Standards

Section 2-1005(b) provides that "[a] defendant may, at any time, move with or without supporting affidavits for a summary judgment in his or her favor as to all or any part of the relief sought against him or her." 735 ILCS 5/2-1005(b). The judgment sought "shall be rendered without delay" if the pleadings, depositions, and admissions on file, together with any affidavits, show "that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." 735 ILCS 5/2-1005(c).

Where the motion is directed to fewer than all issues, section 2-1005(d) governs. If a party moves for summary determination of one or more, but less than all, of the major issues, and the court finds no genuine issue of material fact as to that issue, "the court shall thereupon draw an order specifying the major issue or issues that appear without substantial controversy, and directing such further proceedings upon the remaining undetermined issues as are just." 735 ILCS 5/2-1005(d). Upon trial, the facts so specified are deemed established. *Id.*

Supreme Court Rule 191(a) governs the supporting affidavit. Affidavits in support of summary judgment "shall be made on the personal knowledge of the affiants; shall set forth with particularity the facts upon which the claim, counterclaim, or defense is based; shall have attached thereto sworn or certified copies of all documents upon which the affiant relies; shall not consist of conclusions but of facts admissible in evidence; and shall affirmatively show that the affiant, if sworn as a witness, can testify competently thereto." Ill. S. Ct. R. 191(a). The Vale Affidavit satisfies each requirement: Jordan Vale served as project director throughout the engagement, attests from personal knowledge to the execution of Change Order No. 4 and the Milestone Acceptance Certificate, attaches sworn copies of Exhibits A through C, and confines the affidavit to facts to which Vale could competently testify. Vale Aff. paras. 1–3, 9, 11.

B. There Is No Genuine Issue of Material Fact That Prairie Ridge Accepted Milestone 4

Count I rests in substantial part on the premise that Northstar "failed to achieve deployment" as the MSA required. That premise collapses on one narrow issue: whether Prairie Ridge accepted Milestone 4 under section 8 of the MSA, as modified by Change Order No. 4.

The material facts are undisputed and documentary. The MSA conditioned milestone acceptance on execution of a written Milestone Acceptance Certificate or thirty days of unrejected production use. Ex. A § 8.2. Change Order No. 4, executed by both parties on October 2, 2025, moved the Milestone 4 deadline to November 14, 2025 and defined the enlarged scope. Ex. B §§ 1–2; Vale Aff. para. 9. Northstar deployed the System to production on November 12, 2025 — within the extended deadline. Vale Aff. para. 10.

Prairie Ridge's project sponsor then executed the Milestone Acceptance Certificate on November 21, 2025. Ex. C; Vale Aff. para. 11. Prairie Ridge's ensuing conduct satisfied the MSA's alternative acceptance pathway as well: it operated the System in live production well beyond thirty days without rejection — more than four months, processing over 11,400 purchase orders — and paid the Milestone 4 installment. Ex. A § 8.2; Vale Aff. paras. 12–13. A party that executes an unambiguous acceptance instrument and thereafter continues to use and pay for the delivered work cannot later disavow the acceptance its own instrument records. *Mason Creek Holdings, LLC v. Vale Systems, Inc.*, 2019 IL App (1st) 991234, para. 22.

Prairie Ridge cannot manufacture a genuine issue by recharacterizing these events. Summary determination must be denied only where "the papers show that there is a genuine issue as to a material fact." 735 ILCS 5/2-1005(c). The papers here show nothing of the kind. The Complaint does not deny that the certificate was signed, does not allege fraud in its procurement, and does not allege that the signatory lacked authority. It alleges instead that the original September 30, 2025 deadline was missed — a fact Change Order No. 4 rendered immaterial by substituting a new deadline that Northstar met, Ex. B § 1; Vale Aff. paras. 9–10 — and that the System was not truly ready, a characterization the executed certificate and months of production use refute on this record. Where the documentary record and an unrebutted Rule 191(a) affidavit establish the controlling facts, the pleadings' contrary characterizations do not create a genuine issue of material fact. 735 ILCS 5/2-1005(c); Ill. S. Ct. R. 191(a).

Northstar does not ask the Court to resolve all of Count I. Prairie Ridge remains free to litigate its distinct post-acceptance allegations, subject to the MSA's limitation-of-remedies provisions. Ex. A § 14. Northstar seeks the focused relief section 2-1005(d) exists to provide: an order specifying that one major issue is without substantial controversy and deemed established — that Prairie Ridge accepted Milestone 4 in accordance with section 8.2 of the MSA, as modified by Change Order No. 4, no later than November 21, 2025. 735 ILCS 5/2-1005(d). Such an order will materially narrow discovery and trial, and it follows directly from documents whose execution no party disputes.

CONCLUSION AND REQUESTED RELIEF

For the reasons stated above, Defendant Northstar Data Systems, Inc. respectfully requests that this Court enter an order:

1. Dismissing Count II of the Complaint (negligent misrepresentation) with prejudice pursuant to 735 ILCS 5/2-615;
2. Dismissing Count III of the Complaint (unjust enrichment) with prejudice pursuant to 735 ILCS 5/2-619(a)(9), or in the alternative pursuant to 735 ILCS 5/2-619(a)(6);
3. Granting partial summary judgment in Northstar's favor pursuant to 735 ILCS 5/2-1005(d), specifying as established that Prairie Ridge accepted Milestone 4 in accordance with section 8.2 of the Master Services Agreement, as modified by Change Order No. 4, no later than November 21, 2025;
4. Directing such further proceedings upon the remaining undetermined issues as are just, 735 ILCS 5/2-1005(d); and
5. Granting such other and further relief as the Court deems appropriate.

Dated: July 20, 2026

Respectfully submitted,

NORTHSTAR DATA SYSTEMS, INC.

By: /s/ ______________________

Synthetic Demonstration Counsel for Defendant

No real attorney, firm, address, or registration number.