

THIRD DIVISION
SEPTEMBER 30, 2014

NOTICE: This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

LATISHA MOORE, Individually, and)	Appeal from the Circuit Court
As Mother and Next Friend of MARIO)	of Cook County.
SCOTT, a minor,)	
)	
Plaintiff-Appellee,)	No. 12L66019
)	
v.)	
)	The Honorable
LAKE STATES DAIRY CENTER, INC.,)	Robert J. Clifford,
d/b/a FAIR OAKS DAIRY ADVENTURE,)	Judge Presiding.
)	
Defendant-Appellant.)	

PRESIDING JUSTICE PUCINSKI delivered the judgment of the court.
Justices Lavin and Mason concurred in the judgment.

ORDER

¶ 1 *Held:* circuit court order denying Indiana corporation's motion to dismiss plaintiff's complaint for lack of personal jurisdiction affirmed where the defendant corporation was doing business in Illinois and where the exercise of jurisdiction over the corporation complied with due process requirements.

¶ 2 Non-resident defendant Lake States Dairy Center, Inc. (Lake States), d/b/a Fair Oaks Dairy Adventure (Dairy Adventure) appeals an order of the circuit court denying its motion seeking dismissal of the negligence action filed by plaintiff Latisha Moore, mother and next

friend of her minor son Mario, for lack of personal jurisdiction. On appeal, Lake States argues that the court's order was entered in error because it is an Indiana corporation that is not involved in the "transaction of any business" or the "making or performance of any contract or promise substantially connected with [Illinois]" and does not "do[] business within this State," and thus cannot be subject to jurisdiction under the Illinois long-arm statute (735 ILCS 5/2-209(a)(1), (7), (b)(4) (West 2010)). Lake States also argues that the exercise of Illinois jurisdiction in this case would offend due process principles. For the reasons set forth herein, we affirm the judgment of the circuit court.

¶ 3

BACKGROUND

¶ 4

On March 16, 2011, minor plaintiff Mario, an Illinois resident and second-grade student at Willow School, located in Homewood Illinois, attended a school field trip to Dairy Adventure, an agricultural education center located in Jasper, Indiana. At the time of Mario's field trip, Dairy Adventure was possessed, maintained and managed by Lake States, a working dairy farm located adjacent to the educational center.

¶ 5

During the field trip to Dairy Adventure, Mario allegedly sustained a head injury after falling off a piece of playground equipment. Following her son's injury, Latisha Moore, filed a complaint as well as a supplement thereto, advancing claims of negligence against Lake States and Road 600 Co., LLC, (Road 600), the owner of the building in which Dairy Adventure was situated. In pertinent part, the complaint alleged that defendants owed Mario and other invitees a "duty to avoid behaving in a manner which would cause injury or harm to others" and breached that duty of care by committing the following acts and/or omissions:

"a. Failed to properly monitor and supervise the conduct of children on the premises;

b. Failed to effectively control access to play equipment so that children would be limited to age appropriate activity.

c. Failed to provide sufficient protective material underneath, around and about the play equipment to protect any child who might fall.

d. Improperly trained its employees regarding children's safety;

e. Allowed a school field trip to visit the premises, despite there being an inadequate number of adults accompanying the children;

f. Placed unreasonably dangerous play equipment on the premises with the intention of having it used by children; and/or

g. Failed to warn visitors of the unsafe condition of the play equipment on the premises intended for use by children."

¶ 6 The complaint further alleged that Mario's fall from playground equipment was a direct and proximate cause of defendants' negligence.

¶ 7 Lake States and Road 600 subsequently filed motions to dismiss plaintiff's negligence action for lack of personal jurisdiction. In support of their motion, defendants argued as follows:

¶ 8 "[Defendants] are Indiana business organizations. Road 600 is simply a property owner and landlord. Lake States is an educational facility located in Indiana. Neither have purposefully availed themselves to conduct business in Illinois, nor have they sought protection from the Illinois courts. The alleged tortious conduct at issue is not specifically connected to Illinois. This is a dispute concerning the safety of a piece of playground-type equipment that is located in Indiana on land owned by an Indiana business, and at a location that is operated by another Indiana business. All of the alleged acts, omissions and injuries that purportedly took

place occurred in Indiana and not Illinois. There is, therefore, no just reason to assert personal jurisdiction in Illinois over any of the moving defendants."

¶ 9 Attached to defendants' motion were affidavits completed by Gary Corbett, the CEO of both companies. In the affidavit completed on behalf of Lake States, Corbett averred Lake States was "an Indiana not-for-profit corporation" that "ha[d] no office or other place of business in Illinois" and "never owned, used or possessed any real property in the State of Illinois." He further averred that Lake States "[was] not licensed to do business within the State of Illinois and ha[d] no registered agent with the State of Illinois" and did "not make an affirmative contact with the State of Illinois as part of its general business operations." Moreover, Lake States did not provide transportation to any Illinois residents who sought to visit its facilities.

¶ 10 Similarly, in the affidavit that Corbett completed on behalf of Road 600, he averred that it was "an Indiana limited liability company," that had "no office or other place of business in Illinois," and was "not licensed to do business within the State of Illinois and ha[d] no registered agent with the State of Illinois." Although Corbett acknowledged that Road 600 "leas[ed] certain real property to Lake States," he stated that Road 600 was "not involved in the day-to-day operations of [Dairy Adventure]" and did not "control the actions of [Dairy Adventure] and/or its employees and agents."

¶ 11 Plaintiff filed a response to defendants' motions to dismiss, arguing that defendants were subject to Illinois jurisdiction because their business was "conducted with and substantially connected with Illinois." Although plaintiff's response did not include any counter-affidavits, it was supported by deposition testimony provided by CEO Corbett.

¶ 12 In his discovery deposition, Corbett testified that Lake States advertised under the name Fair Oaks Farms and acknowledged that some of its advertising efforts were directed at Illinois

residents. He estimated that approximately 10 percent of its billboard advertisements were located in Illinois, explaining that most of those billboards were situated along the I-294 expressway just south of O'Hare International Airport. Corbett also testified that Lake States utilized internet-based advertisements to attract customers who live in Illinois and other areas. In addition, Corbett acknowledged that Lake States distributed promotional fliers that advertised various activities at Dairy Adventure, such as tours showcasing milk production, tours of the "birthing barn," as well as access to the "Mooville" playground. In those promotional materials, Lake States emphasized the close proximity of Dairy Adventure to Chicago. Dairy Adventure, in particular, was promoted as a destination for school tours or field trips. When asked about school tours and field trips, Corbett testified that arrangements are made with schools via contracts. He explained that once a school signed a contract, booked a tour and made a \$25 deposit, it would be sent an information packet outlining the activities in which the students would be able to participate. He acknowledged that Lake States has been a field trip destination for Illinois schools and school children. He further acknowledged that Lakes States does business with people in Illinois, but he denied that the amount of business that Lake States derived from Illinois residents was "substantial."

¶ 13 After reviewing the parties' filings, the circuit court entered a brief written order granting Road 600's motion to dismiss for lack of personal jurisdiction. The court, however, denied Lake States' motion, and this appeal followed.

¶ 14 ANALYSIS

¶ 15 On appeal, Lake States argues that the circuit court erred in denying its motion to dismiss for lack of personal jurisdiction. Lake States emphasizes that it is an Indiana corporation with no offices or agents in Illinois. Although Lake States advertises in Illinois and generates some

revenue from Illinois residents, Lake States argues that there is no evidence to support a finding of either specific or general jurisdiction because it neither "transacts" or "does business" in Illinois. Lake States further argues that the exercise of jurisdiction in this case would not comport with due process requirements.

¶ 16 Plaintiff, in turn, responds that she has established a *prima facie* basis for jurisdiction over Lake States. Plaintiff observes that "Lake States entered into a contract with Willow School from Homewood[,] Illinois for Mario and his classmates to enjoy a tour and related recreation at its facility," and argues that this contract and business transaction supports the exercise of specific jurisdiction over Lake States. Plaintiff also observes that the "Willow School contract with Lake States was not a random or chance event, but [was] part of a* * * continuous, systematic and frequent business" plan to contract with "scores of Illinois schools, groups and individuals." Given that Lake States is "doing business" in Illinois, plaintiff asserts that Illinois also has general jurisdiction over Lake States. Finally, plaintiff argues that due process considerations support the exercise of Illinois jurisdiction over Lake States.

¶ 17 "Personal jurisdiction pertains to the authority of the court to litigate in reference to a particular defendant and to determine the rights and duties of that defendant." *In re Commissioner of Banks & Real Estate*, 327 Ill. App. 3d 441, 463 (2001). When a plaintiff brings suit against one or more non-resident defendants, it is the plaintiff's burden to establish a *prima facie* case of personal jurisdiction over the non-resident parties. *Russell v. SNFA*, 2013 IL 113909, ¶ 27; *Morgan, Lewis & Bockius LLP v. City of East Chicago*, 401 Ill. App. 3d 947, 951-52 (2010). Where a circuit court decides a jurisdictional challenge absent an evidentiary hearing, and solely on the basis of documentary evidence, the standard of review employed on appeal is

de novo. *Russell*, 2013 IL 113909, ¶ 19; *Haubner v. Abercrombie & Kent International, Inc.*, 351 Ill. App. 3d 112, 117 (2004).

¶ 18 Section 2-209 of the Illinois Code of Civil Procedure, which is commonly referred to as the long-arm statute, sets forth the circumstances pursuant to which Illinois courts can exercise personal jurisdiction over a non-resident defendant. 735 ILCS 5/2-209 (West 2010); *Russell*, 2013 IL 113909, ¶ 22. It is divided into different "subsections identifying multiple grounds for exercising jurisdiction." *Russell*, 2013 IL 113909, ¶ 22. Subsection (a) contains provisions pertaining to specific jurisdiction while subsection (b) contains provisions pertaining to general jurisdiction. 735 ILCS 5/3-209 (a), (b) (West 2010); *Russell*, 2013 IL 113909, ¶ 30. Subsection (c), in turn, has been referred to as a "catch-all provision," and permits Illinois courts to exercise jurisdiction on any basis permitted by the Illinois and federal constitutions. *Russell*, 2013 IL 113909, ¶ 30; *Old Orchard Urban Limited Partnership v. Harry Rosen, Inc.*, 389 Ill. App. 3d 58, 64 (2009). We will first address the parties' arguments pertaining to the exercise of specific jurisdiction over defendant.

¶ 19 Specific jurisdiction "requires a showing that the defendant purposefully directed its activities at the forum state and the cause of action arose out of or relates to the defendant's contacts with the forum state." *Russell*, 2013 IL 113909, ¶ 40, *citing Burger King v. Rudzewicz*, 471 U.S. 462, 472 (1985). Subsection (a) of the Illinois long-arm statute lists 14 actions, which if undertaken by a non-resident defendant, will subject him or her to Illinois jurisdiction. 735 ILCS 5/2-209(a) (West 2008); *Solargenix Energy, LLC. v. Acciona*, 2014 IL App (1st) 123404, ¶ 27. With respect to non-resident corporate defendants, subsection (a), in pertinent part, provides as follows:

"(a) Any person, whether or not a citizen or resident of this State, who in person or through an agent does any of the acts hereinafter enumerated, thereby submits such person, and, if an individual, his or her personal representative, to the jurisdiction of the courts of this State as to any cause of action arising from the doing of any such acts:

- (1) The transaction of any business within this State; * * * [or]
- (7) The making or performance of any contract or promise substantially connected with this State * * *." 735 ILCS 5/2-209 (a)(1), (7) (West 2010).

¶ 20 The rationale for allowing Illinois courts to exercise specific jurisdiction over non-resident corporations that transact business or make contracts in this state has been explained as follows:

"When a corporation exercises the privilege of conducting activities within a state, it enjoys the benefits and protections of that state, and so requiring it to respond to a suit in that state concerning those specific activities " 'can, in most instances, hardly be said to be undue.' " *Roiser v. Cascade Mountain, Inc.*, 367 Ill. App. 3d 559, 562 (2006), quoting *Borden Chemicals & Plastics, L.P. v. Zehnder*, 312 Ill. App. 3d 35, 42 (2000).

¶ 21 Initially, we note that although subsection (a) differentiates between a corporation's making or performance of a contract that is substantially connected with Illinois and its transaction of business in this state, the distinction is irrelevant in the instant appeal because the specific business transaction at issue is the tour contract between Lake States and Willow School. With respect to contracts, Illinois courts have routinely held that "[a] nonresident defendant's contract with an Illinois resident does not automatically establish sufficient minimum contacts to satisfy federal due process." *Cardena's Marketing Network, Inc., v. Pabon*, 2012 IL App (1st) 111645, ¶ 36; see also *Liaquat Khan v. Van Remmen, Inc.*, 325 Ill. App. 3d 49, 57

(2001) ("A defendant does not transact business in Illinois merely by entering into a contract that involves an Illinois resident"). Accordingly, to determine whether the defendant sufficiently availed itself of the benefits of Illinois law in forming the contract with an Illinois resident, courts should consider the following factors: (1) who initiated the transaction; (2) where the contract was negotiated; (3) where the contract was formed; and (4) where performance of the contract was to take place. *Graver v. Pinecrest Volunteer Fire Dept.*, 2014 IL App (1st) 123006, ¶ 16; *Estate of Isringhausen v. Prime Contractors & Associates, Inc.*, 378 Ill. App. 2d 1059, 1065-66 (2008).

¶ 22 Here, the actual contract at issue is not part of the record. We acknowledge, however, that Gary Corbett, CEO of Lake States, confirmed in his deposition that it was standard operating procedure to require such contracts before a school could take part in a field trip at Dairy Adventure, but reiterate that is the burden of the plaintiff to establish a *prima facie* case of jurisdiction. See *Russell*, 2013 IL 113909, ¶ 27. With respect to the first factor, the record does not reflect who initiated the transaction. Although there is no dispute that Lake States advertised in Illinois, there is no evidence in the record that Lake States specifically directed any advertisement efforts toward Willow School or that Willow School ever received or acted upon promotional materials. Turning to the second factor, the location in which the contract was negotiated, we again note that no contract between Lake States and Willow School appears in the record. Based upon sample contracts that are present in the record, however, there would have been no negotiation as Lake States uses a form contract for schools scheduling field trips. The contract requires the school to provide the name of a contact person, as well as a phone number and e-mail address, identify the date of the tour, and provide a \$25 deposit. The contract further requires schools to provide Lake States with a final head count 14 days prior to the tour and to

provide payment for the tour upon arrival. These requirements appear to be standard, non-negotiable provisions. As to the location in which the contract was formed, Illinois courts have held that the place of contract formation is the jurisdiction where the last act necessary to give validity of the contract is accomplished. See *Youngstown Sheet & Tube Co. v. Industrial Commission*, 79 Ill. 2d 425, 433 (1980). Although a Willow School representative would have signed the contract in Illinois and submitted its \$25 deposit from Illinois, the final payment would have been required to be fulfilled upon arrival at Lake States. Moreover, the performance of the contract, *i.e.* the tour of Dairy Adventure, was to be conducted in Indiana. Although none of these factors is dispositive, because the record does not contain the purported contract at issue or evidence of the circumstances pertaining to the execution of that contract, we do not find it provides a basis for the circuit court to exercise specific jurisdiction over Lake States. We next determine whether Illinois can exercise general jurisdiction over defendant.

¶ 23 "General jurisdiction refers to suits neither arising out of nor related to the defendant's contacts with the forum, and is only permitted where the defendant has carried on its activities in the forum state with 'a fair measure of performance and continuity, not occasionally or casually.' " *Spartan Motors, Inc. v. Lube Power Inc.*, 337 Ill. App. 3d 556, 560 (2003). Subsection (b)(4) of the Illinois long-arm statute, sets forth the standard for the exercise of general jurisdiction over non-resident corporate defendants and provides as follows:

"(b) A court may exercise jurisdiction in any action arising within or without this State against any person who:

(4) Is a natural person or corporation doing business within this State." 735 ILCS 5/2-209(b)(4) (West 2010).

¶ 24 "General jurisdiction for a corporate defendant exists when it has engaged in continuous and substantial business activity within the forum." *Russell*, 2013 IL 113909, ¶ 35. Because a finding of general jurisdiction against a corporate defendant is based upon activity that is entirely distinct from its activity in the forum, "the standard for finding general jurisdiction is very high and requires a showing that the nonresident defendant carried on systemic business activity in Illinois 'not causally or occasionally, but with a fair measure of permanence and continuity.'" *Id.* ¶ 36, quoting *Morgan, Lewis & Bockius LLP v. City of East Chicago*, 401 Ill. App. 3d 947, 953 (2010). Because there is "[n]o bright-line test" that exists to determine whether a corporation is doing business in Illinois, "[c]ourts must make a case-by-case determination on the unique facts presented when deciding whether a corporation's activities are sufficiently permanent and continuous to satisfy" the requisite doing business standard. *Liaquat.*, 325 Ill. App. 3d at 54; see also *Haubner*, 351 Ill. App. 3d at 119.

¶ 25 Here, it is undisputed that Lake States maintains no offices or agents in Illinois. It is similarly undisputed that it solicits business in Illinois by utilizing various types of advertising efforts and that it generates revenue in Illinois. Lake States nonetheless correctly observes that these factors, standing alone, provide an insufficient basis for an Illinois court to exercise general jurisdiction over a non-resident corporate defendant. See, e.g., *Alderson v. Southern Co.*, 321 Ill. App. 3d 832, 853 (2001) ("Transient contact, such as attendance at trade shows, advertising, or mere solicitation, has been rejected as a jurisdictional basis under section 2-201 (b)(4)"); *Reimer v. KSL Recreation Corp.*, 348 Ill. App. 3d 26, 36 (2004) ("Since deriving revenue from Illinois may simply be a consequence of successful solicitation in the forum, even substantial earnings from this state have not been considered indicative of whether a corporation has established a permanent and continuous relationship with the forum"). Importantly, however, Lake States'

contact with Illinois is not limited to advertising and solicitation efforts or other similar transient contact. In CEO Corbett's deposition, he confirmed that Lake States enters into contracts with various Illinois schools to provide tours at Dairy Adventure. Although the specific contract at issue in the instant case is not currently a part of the record, the record nonetheless contains 99 contracts that were entered into between Lake States and various Illinois schools in 2011.¹ Although Corbett denied that the revenue that Lake States generated from such tours with Illinois residents was "substantial," the sheer number of the contracts between Illinois schools and Lake States that have been produced thus far belie any argument that Lake States' contact with Illinois is merely transient; rather the record reflects that Lake States is essentially a serial contractor that repeatedly and systematically enters into contracts with Illinois schools to provide tours to Illinois school children. Because Lake States' contacts with Illinois have not been tenuous or random, but have been sufficiently regular and conducted with a fair measure of continuity, we reject Lake States' argument that it is not "doing business" in Illinois. See, e.g., *Haubner*, 351 Ill. App. 3d at 120-21 (finding that a Ugandan tour operating company was doing business in Illinois even though it had no office or agent in Illinois because its activities in Illinois were "regular, continuous and systematic"); *Gaidar v. Tippecanoe Distribution Service, Inc.*, 299 Ill. App. 3d 1034, 1043-44 (1998) (finding that an Indiana trucking corporation was doing business in Illinois even though it did not maintain offices or directly advertise Illinois, reasoning: "[Defendant's] contacts with Illinois may not have been numerous, but its contacts were not random, fortuitous, or attenuated. The relatively small percentage of trips made to Illinois is not determinative; it is

¹ At this point in the litigation process, we note that the parties have engaged in limited discovery. The contracts that have been produced thus far and that are included in the record all pertain to the 2010-2011 school year. The contracts were discussed in Corbett's deposition, and although he was not familiar with specific schools, he acknowledged that the contact phone number included on each of the contracts contained Illinois area codes and he agreed that the contracts, "on their face," appeared to be with Illinois residents.

whether the business in Illinois was fairly regular. [Citation.] [Defendant's] business in Illinois was sufficiently regular to satisfy section 2-209(b)(4)").

¶ 26 In so finding, we disagree with Lake States that the United States Supreme Court's recent decision in *Daimler AG v. Bauman*, ___ U.S. ___, 134 S. Ct. 746 (2014) compels a different result. In *Daimler*, the court held that a German foreign corporation could not be subjected to general jurisdiction in California based on the contacts of its in-state subsidiary. In doing so, the court observed that "general jurisdiction has come to occupy a less dominant place in the contemporary scheme" when compared to specific jurisdiction and emphasized that "only a limited set of affiliations with a forum will render a defendant amenable to all-purpose [general jurisdiction] there." *Id.* at 760. Specifically, the court held that for a court to exercise general jurisdiction over a foreign corporation the corporation must be considered to be "at home" in the forum. *Id.* at 761. The court explained that although the phrase "at home" undoubtedly applies to the forum in which the corporation is incorporated, it also includes "instances in which the continuous corporate operations within a state [are] so substantial and of such a nature as to justify a suit * * * on causes of action arising from dealings entirely distinct from those activities." *Id.*, quoting *International Shoe*, 326 U.S. at 318. Citing the fact that the German corporation was not incorporated in California and that its "slim contacts with the State hardly render it home there," the court concluded that the defendant corporation could not be subject to general jurisdiction in California. *Id.* at 760. Here, in contrast, although Lake States is not incorporated in Illinois, its contacts with Illinois can hardly be deemed "slim." Rather, the frequency and nature of its contacts in Illinois are so substantial such that Lake States can be considered "at home" in this forum.

¶ 27 We also reject Lake State's argument that the exercise of jurisdiction in this case would fail to comport with due process principles. Due process requires that if a defendant is not present within the jurisdiction, it must have " 'certain minimum contacts with it such that the maintenance of the suit does not offend traditional notions of fair play and substantial justice.' " *Braband v. Beech Aircraft Corp.*, 72 Ill. 2d 548, 553-54 (1978), quoting *International Shoe Co. v. Washington*, 326 U.S. 310, 316 (1945). Federal due process analysis involves the consideration of three factors, including: (1) whether the non-resident defendant had minimum contacts with the forum state and thus had fair warning that it would be required to litigate in the forum state; (2) whether the action arose from, or is related to, the defendant's contacts with the forum state; and (3) whether it is reasonable to require the defendant to litigate in the forum state. *Madison Miracle Productions, LLC v. MGM Distribution Co.*, 2012 IL App (1st) 112334, ¶ 49; *Keller v. Henderson*, 359 Ill. App. 3d 605, 613 (2005). The minimum contacts test is "the threshold issue in any personal jurisdiction challenge in Illinois" and "the relevant inquiry into whether the minimum contacts test has been satisfied depends on what category of personal jurisdiction is being sought—either general or specific." *Russell*, 2013 IL 113909, ¶ 36. Having found that Lake States systematically enters into field trip contracts with Illinois schools and is doing business in Illinois, we further find that Lake States has established the requisite minimum contacts with Illinois for purposes of general jurisdiction. Moreover, the event giving rise to the instant action arose during the course of one of those field trips, and is thus related to Lake States' contact with Illinois. Given that the first two factors have been satisfied, the next consideration in due process analysis is to consider the reasonableness of requiring Lake States to litigate in Illinois.

¶ 28 "The factors to consider when deciding reasonableness include: (1) the burden imposed on the defendant by requiring it to litigate in a foreign forum; (2) the forum state's interest in resolving the dispute; (3) the plaintiff's interest in obtaining relief; and (4) the interests of other affected forums in the efficient judicial resolution of the dispute and advancement of substantive social policies." *Russell*, 2013 IL 113909, ¶ 87. Here, Illinois indisputably has an interest in resolving litigation involving injury to a child who was on an out-of-state fieldtrip to property operated by a defendant that regularly contracts with Illinois schools to engage in similar trips. Plaintiff has a similar compelling interest in obtaining relief. Although we acknowledge that Indiana would also have an interest in the controversy, we do not find that it would be overly burdensome to require Lake States, an Indiana corporation, to litigate this matter in Illinois, especially given that Lake States emphasizes its proximity to Chicago in its promotional materials.

¶ 29 Having analyzed the facts in this case in conjunction with the applicable standards, we conclude that Illinois' exercise of general jurisdiction over Lake States comports with federal due process. We also find that it comports with Illinois due process. Although Lake States correctly observes that the Illinois Constitution contains an independent due process guarantee, it does not argue that Illinois due process concerns diverge from federal due process concerns in any meaningful way as applied to the facts of this case. Moreover, Illinois courts have generally recognized that "when federal due process concerns regarding personal jurisdiction are satisfied, so are Illinois due process concerns regarding personal jurisdiction." *Keller*, 359 Ill. App. 3d at 620; see also *Madison*, 2012 IL App (1st) 112334, ¶ 44.

¶ 30

CONCLUSION

¶ 31 Accordingly, the order of the circuit court denying Lake States' motion to dismiss for lack of personal jurisdiction is affirmed.

¶ 32 Affirmed.